

City of Plainwell



Brad Keeler, Mayor
Lori Steele, Mayor Pro-Tem
Cathy Green, Council Member
Roger Keeney, Council Member
Randy Wisnaski, Council Member

Department of Administration Services
211 N. Main Street
Plainwell, Michigan 49080
Phone: 269-685-6821 Fax: 269-685-7282
Web Page Address: www.plainwell.org

"The Island City"

AGENDA

Plainwell City Council

Monday, February 10, 2025 - 7:00PM

Plainwell City Hall Council Chambers

1. **Call to Order**
2. **Invocation**
3. **Pledge of Allegiance**
4. **Roll Call**
5. **Approval of Minutes** – 01/27/2025 Regular Meeting
6. **Public Comments**
7. **County Commissioner Report**
8. **Agenda Approval**
9. **Mayor's Report**
10. **Recommendations and Reports:**
 - A. **WR – Silversmith Data Asset Management Software**
Council will consider approving the purchase of asset management software and support from Silversmith Data for \$6,592.00 and approving the annual hosting fee of \$2,185.00.
 - B. **WR – Replacement Centerless Screw Auger for Grit Mitt**
Council will consider approving the fabrication and replacement of the existing grit auger by W Soule for \$8,749.00.
 - C. **City – Consideration of Purchase Agreement for Vacant Industrial land**
Council will consider approving the sale of approximately 28 (or 15) acres of real property located at 830 Miller Road, Plainwell, MI 49080, parcel ID 55-020-056-00, and authorizing the City Manager and City Clerk to enter into a purchase/sale agreement for the property subject to final approval by the City Manager and City Attorney. Further authorize the City Manager and City Clerk to execute documents or other agreements as necessary to close on the sale of the property, subject to final review by the City Manager and Attorney, and authorize the City Manager and City Attorney to take any steps necessary to effectuate the sale of the property subject to this motion.
11. **Communications:** The January 2025 Investment and Fund Balance reports.
12. **Accounts Payable - \$275,231.57**
13. **Public Comments**
14. **Staff Comments**
15. **Council Comments**
16. **Adjournment**

Agenda Subject to Change

Note: All public comment limited to two minutes, when recognized please rise and give your name and address.
Plainwell is an equal opportunity provider and employer

MINUTES
Plainwell City Council
January 27, 2025

1. Mayor Keeler called the regular meeting to order at 7:00pm in City Hall Council Chambers.
2. Invocation: Given by Scott Fenner of Lighthouse Baptist Church.
3. Pledge of Allegiance was given by all present.
4. Roll Call: Present: Mayor Keeler, Mayor Pro Tem Steele, Councilmember Wisnaski, Councilmember Keeney and Councilmember Green. Absent: None
5. Approval of Minutes:
A motion by Steele, seconded by Wisnaski, to accept and place on file the Council Meeting Minutes of the 01/13/2025 regular meeting. On a voice vote, all voted in favor. Motion passed.
6. Public Comment: None.
7. County Commissioners Report: Commissioner Dugan gave an update on happenings throughout Allegan County.
8. Agenda approval:
A motion by Steele, seconded by Wisnaski, to approve the Agenda for the January 27, 2025 meeting as presented. On a voice vote, all voted in favor. Motion passed.
9. Mayor's Report: The Mayor thanked DPW for keeping up with snow removal in such cold temperatures.
10. Recommendations and Reports:
 - A. Clerk Leonard discussed Ordinance #399. This Ordinance is effective for ten years, and allows Michigan Gas Utilities access to public right of ways within the city as needed to operate a natural gas business and distribution system.
A motion by Keeney, seconded by Green, to adopt Ordinance #399 – *Michigan Gas Utilities Franchise* as presented. On a roll call vote, all voted in favor. Motion passed.
 - B. Community Development Manager Siegel presented Special Event Permit 25-01 for Dean's Ice Cream. The permit allows the closure of Sherwood Street between Sterling and Oak on Monday nights from 4pm-8pm. The event begins Monday, April 14, 2025 and ends Monday, October 6, 2025.
A motion by Steele, seconded by Wisnaski, approving Special Event Permit 25-01 as presented. On a roll call vote, all voted in favor. Motion passed.
 - C. Treasurer/Personnel Coordinator Kersten discussed the City's annual Other Post-Employment Benefit (OPEB) contribution.
A motion by Green, seconded by Keeney, approving a transfer of \$9,949.00 into the OPEB Trust to cover the actuarially determined normal cost for employees covered by the City of Plainwell Retiree Medical Plan. On a roll call vote, all voted in favor. Motion passed.
 - D. City Manager Lakamper discussed the sale of vacant Industrial land at 830 Miller Road. The City has approximately 28 acres remaining for sale, and has received two offers. The first offer, from USA Earthworks, is for 15 acres with a sale price of \$400,000.00. The second offer, from Complete Remarketing Services, is for 28 acres with a sale price of \$700,000.00.

MINUTES
Plainwell City Council
January 27, 2025

A motion by Steele, seconded by Wisnaski, to table the land sale at 830 Miller Road until the next Council Meeting on February 10, 2025. On a roll call vote, all voted in favor. Motion passed.

- E. Community Development Manager Siegel discussed Resolution 2025-06. This Resolution is in support of the West Michigan Trails Regional Master Plan, which includes about 1.5 miles of trail located within the City of Plainwell.

A motion by Keeney, seconded by Green, adopting Resolution 2025-06 as presented. On a roll call vote, all voted in favor. Motion passed.

- F. Director Callahan discussed the sale of a 2016 Ford Explorer SUV previously used as the Chief's car. Following the generous donation of a 2018 Ford Explorer Patrol SUV from the Gun Lake Tribal Police, the vehicle is no longer needed.

A motion by Wisnaski, seconded by Steele, approving the sale of the 2016 Ford Explorer with the minimum sale price being \$9,000. On a roll call vote, all voted in favor. Motion passed.

11. Communications:

A motion by Steele, seconded by Wisnaski, to accept and place on file the December 2024 Department of Public Safety and Water Renewal Reports, the 12/10/2024 DDA/BRA/TIFA meeting minutes and the 12/12/2024 Parks & Trees meeting minutes. On a voice vote, all voted in favor. Motion passed.

12. Accounts Payable:

A motion by Keeney, seconded by Steele, that the bills be allowed and orders drawn in the amount of \$235,661.43 for payment of the same. On a roll call vote, all voted in favor. Motion passed.

13. Public Comments: None.

14. Staff Comments:

Personnel Coordinator/Treasurer Kersten shared that employee W2s are now available. She is working on year end wrap up, as well as MI Osha reporting.

Superintendent Nieuwenhuis stated that the DPW has done a great job of snow removal this winter.

Community Development Manager Siegel gave an update on the Old Mill committee meeting, sharing that there are two potential developers. She continues to work toward RRC recertification. She reminded everyone about the Chocolate Stroll happening on Saturday February 8th. The high school choir will be performing in the lobby at City Hall, and downtown businesses will offer chocolate themed specials to event attendees.

Deputy Superintendent Keyser stated he is taking three certification classes.

Superintendent Pond had nothing to report.

Director Callahan reminded everyone to slow down and watch for buses, especially when the roads are snowy.

Clerk Leonard had nothing to report.

MINUTES
Plainwell City Council
January 27, 2025

City Manager Lakamper discussed interest in the Old Mill property, sharing that a third developers had contacted him. He is working on the City Budget process, and is researching asset management software that would be used at the water renewal plant. The DPW is tracking water usage.

15. Council Comments:

Councilmember Keeney thanked DPW for keeping up with snow removal.

Mayor Pro-Tem Steele shared that she is looking forward to the Chocolate Stroll as it is always a fun event.

16. Adjournment:

A motion by Steele, seconded by Wisnaski, to adjourn the meeting at 7:53pm. On a voice vote, all voted in favor. Motion passed.

Minutes respectfully
submitted by,
JoAnn Leonard
City Clerk

MINUTES APPROVED BY CITY COUNCIL
February 10, 2025

JoAnn Leonard, City Clerk



"The Island City"

MEMORANDUM

211 N. Main Street
Plainwell, Michigan 49080
Phone: 269-685-6821
Fax: 269-685-7282

TO: City Council / Justin Lakamper, City Manager
FROM: Luke Keyzer, Asst. Supt, Water Renewal
DATE: January 31, 2025
SUBJECT: Approval for Silversmith Data Asset Management software.

SUGGESTED MOTION: I motion to approve the purchase of Asset Management software and support from Silversmith Data for \$6592. This includes training and support for a year. Thereafter there will be a hosting fee of \$2,185 per year.

BACKGROUND INFORMATION: This is an asset management program that is required in our NPDES Permit. Silversmith is based in Gaylord Michigan and has an office in Grand Rapids. We also have a price from Brightly, which is based in North Carolina. Their price was significantly higher.

ANALYSIS: Silversmith works with numerous Cities in Michigan and has a great reputation. Their company also works with Fleis & Vandenbrink, so our data that has already been collected can be easily integrated into their system.

BUDGET IMPACT: This will impact the fund 590-560-803.010 which is designated for "GIS" support. This will over expend the account and a budget amendment will need to be done at the end of the fiscal year.

Service Agreement

This Service Agreement is made between Silversmith, Inc. a Michigan corporation dba Silversmith Data ("SSD"), and The City of Plainwell, MI ("Client"), collectively "Parties."

Client wishes to hire SSD to perform certain services as contained in Paragraph 1 below. This Agreement defines the relationship between SSD and Client, and the Parties agree that the consideration contemplated herein is good and sufficient.

| | | | |
|----------------------------------|--|----------|----------------------------------|
| City, Village, or Township Name: | <u> Plainwell, MI </u> | Proposal | <u> 13122 </u> |
| Population: | <u> 3,747 </u> | | |
| First year/Initial Setup Cost: | <u> \$6,592 </u> | | |
| Annual Hosting fee | <u> \$2,185 </u> | | |

Package Customization can be added at any time and may include additional tablets, GPS devices, etc. Tile view module for use with vertical assets such as Treatment/Wastewater plants, parks and buildings has been included in this initial software price. Inventory Pro module, allowing for automatic inventory adjustments when parts are used on a work order can be priced and added at any time.

Responsibilities - We provide the framework for data collection including suggested fields. In no way do we imply nor have responsibility for the data, data input, data structure or fields involved in your programs. You are the experts in your fields/industries and, by signing this Agreement, take responsibility and liability for all information contained within the programs.

Yearly Billing in Advance - Billing is done on your contract anniversary, in advance. If absolutely necessary, we could make a **one-time move** of the contract anniversary date at the time of the initial purchase to better coincide with your budgeting.

First Year

Initial Setup Cost: \$6,592

2025 and Beyond Annual Software Use & Hosting

Hosting Fee for all quoted modules: \$2,185

AST Tile View Module (Treatment/Wastewater Plants, Parks and Buildings)

Client initials _____

1. SSD agrees to perform for Client the services described in this Agreement, which consist of providing the software and data service for the collection and maintenance of Client's data, marking the GPS coordinates of specified Client fire hydrants (if Client has selected this service), and maintaining Client's data on SSD's server or other third-party data service.
2. All fees for services provided pursuant to this Agreement are non-refundable (except as set forth in Section 13 below). Invoices issued by SSD to Client are due upon receipt. If Client fails to pay within 30 days of the invoice date, Client agrees to pay interest at 1% per month on all overdue amounts.
3. Notices shall be provided to, and communication shall occur between:

Silversmith Data

Tim Bresnahan

tbresnahan@silversmithinc.com

989.390.6037

City of Plainwell, MI

Everyone listed above shall be authorized to make binding decisions on behalf of the Party for whom he or she is listed.

4. SSD is an independent contractor of Client, and nothing contained in this Agreement shall be construed to create an employer-employee, partner, or joint venture relationship between the Parties.
5. SSD is providing services pursuant to this Agreement on an "as is" basis. In addition, Client acknowledges that SSD's sole responsibility with respect to any hardware provided by SSD to Client pursuant to this Agreement shall be to pass through the warranty, if any, provided by the manufacturer of such hardware, but SSD makes no representation as to the existence, scope, or availability of any such manufacturer's warranty. SSD HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED AND WHETHER BY STATUTE, COMMON LAW, OR OTHERWISE, AS TO ANY MATTER RELATING TO THE SERVICES OR THIS AGREEMENT, INCLUDING (WITHOUT LIMITATION) PERFORMANCE, RESULTS, SECURITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AVAILABILITY OF DATA. SSD has no responsibility or liability for cellular service that may be provided to Client.
6. Notwithstanding anything to the contrary in this Agreement, Client's sole and exclusive remedy for any breach of this Agreement by SSD, or any claim arising out of or otherwise relating to this Agreement, shall be limited to reimbursement by SSD of the aggregate dollar amount Client actually paid to SSD pursuant to this Agreement. Under no circumstances shall SSD be liable for any other damages, costs, expenses, or claims of any kind relating to this Agreement.

7. Client agrees to hold harmless, defend, and fully indemnify SSD, its affiliates, and their respective employees, agents, and subcontractors from and against any and all costs, expenses, losses, claims, actions, and damages of any kind (including reasonable attorney fees) arising out of any actual or threatened third party claim (advanced by a person or entity other than SSD or Client) that arises from or is in any way related to either (a) SSD's performance (or alleged lack thereof) of this Agreement, and/or (b) the use, storage, access to, or dissemination of Client's data.
8. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.
9. This Agreement contains the entire agreement of the Parties, and any and all prior and contemporaneous agreements, representations, and/or promises between the Parties relating to the subject matter of this Agreement are superseded in their entirety by this Agreement. This Agreement may only be modified by a written instrument signed by an authorized representative of each Party.
10. This Agreement is governed by the laws of the State of Michigan and any disputes arising out of this Agreement shall be litigated in Otsego, Michigan. All Parties to this Agreement consent to the jurisdiction of the State of Michigan.
11. This Agreement may be executed in counterparts both of which together will be deemed an original of this Agreement, and this Agreement may be signed in an electronic format.
12. Client agrees to comply with all technical specifications, policies and procedures, and other requirements that may be imposed by SSD from time to time with respect to Client's receipt of the services described in this Agreement.
13. This agreement shall renew annually on contract date. Either Party may terminate this Agreement upon written notice to the other Party with 30 days written notice. If SSD terminates this Agreement prior to a contract anniversary date, SSD shall refund to Client a prorated portion of the Annual Recurring Fees paid by Client for the contract year in which SSD terminates the Agreement.

By their signatures below, the Parties acknowledge that (i) they have had sufficient opportunity to, and have, carefully read each provision of this Agreement; (ii) they have had the opportunity to review the Agreement with legal counsel of their own choice; (iii) they understand each provision; (iv) they are not under any duress; (v) they are not relying upon any representations or promises that are not set forth in this Agreement; and (vi) they are freely and voluntarily signing this Agreement and intend to be bound by it as a solemn contractual undertaking.

Contract Date: _____

City of Plainwell

By: _____

Silversmith Inc. (DBA Silversmith Data)

By: _____
Tim Bresnahan, Silversmith Data



"The Island City"

MEMORANDUM

211 N. Main Street
Plainwell, Michigan 49080
Phone: 269-685-6821
Fax: 269-685-7282

TO: City Council / Justin Lakamper, City Manager
FROM: Luke Keyzer, Deputy Supt. Water Renewal
DATE: February 6, 2025
SUBJECT: Approval for replacement centerless screw for Grit Mitt

SUGGESTED MOTION: I motion to approve W. Soule to remove and replace the existing grit auger for \$8749.

BACKGROUND INFORMATION: We have W Soule fabricating a new stainless-steel grit mitt right now. This was ok'd in November on PO #6153. This part (the auger) was not available through the manufacturer, so we had W Soule give us a price on fabricating one. This will make the grit removal system almost all new.

ANALYSIS: This is our only option at the time. The manufacture will have to fabricate the part overseas and ship it here. The cost will probably be double this through the original manufacturer.

BUDGET IMPACT: This project will come out of 590-540-931.



"The Island City"

MEMORANDUM

211 N. Main Street
Plainwell, Michigan 49080
Phone: 269-685-6821
Fax: 269-685-7282

TO: Mayor and City Council
FROM: Justin Lakamper, City Manager
DATE: February 06, 2025
SUBJECT: Consideration of Purchase Agreement for Vacant Industrial Land

SUGGESTED MOTION: "Motion to approve the sale of approximately 28 (or 15) acres of real property located at 830 Miller Road, Plainwell, Michigan 49080 with a permanent parent parcel ID# of 55-020-056-00 and authorize the City Manager and City Clerk to enter into a purchase/sale agreement for the property subject to final approval by the City Manager and City Attorney. Further authorize the City Manager and City Clerk to execute any documents or other agreements necessary to close on the sale of the property subject to final review by the City Manager and City Attorney. Further authorize the City Manager and City Attorney to take any steps reasonably necessary to effectuate the sale of the Property subject to this motion."

BACKGROUND INFORMATION: There are approximately 28 acres left for sale of the industrial park expansion which has been listed for \$25,000 per acre. This 28 acres includes a road that was originally intended to serve as a road into the property. We have received two offers for this land. One is for the entire 28 acres. One is for 15 acres. Therefore, choosing one offer excludes the other. The only change in the offers from the last meeting is that Complete Remarketing Services is offering a road easement to the City on the "road" portion that they would purchase.

Offer 1

Company: USA Earthworks

Acreage: 15 acres

Price: \$400,000 (\$26,666/acre)

Conditions: They would do the work to run utilities from Lincoln Rd back to the property as part of the deal, but the City would have to do the engineering and pay for the materials. We are able to get the engineering paid for through a grant, however, the materials would be out of pocket. We do not have a cost estimate on the materials for this. That estimate would be created by the engineers.

Use: Shop, Office, Storage, and aggregate crushing for their construction business.



Offer 2

Company: Complete Remarketing Services

Acreage: 28 acres (remaining acreage at the site)

Price: \$700,000 (\$25,000/acre)

Conditions: Their offer includes purchasing the road between Nobis and Profielnorm coming off of Lincoln. They would also like to purchase this for another access point into the property. Therefore, they would be responsible for running their own private utilities to Lincoln. They have agreed to include a utility and road easement to the City on the road, should for some reason in the future we have multiple users on the property who wish to connect to city infrastructure.

Use: Auto Auction facility. They would store 200-400 cars at any given time and auction off around 200 cars per week. This will be a dealer to dealer auction service. They will have a mechanics shop, car wash, and offices on the property.



ANALYSIS: These are both great offers. Both uses would be allowed in the Industrial Park after acquiring a special use permits from the Planning Commission. If either group is unable to receive a special use permit they would be able to pull out of the agreement.

Offer 1: This offer would leave approximately 10 acres of the property to sell. It would also leave the road in City hands, and still require it to be built someday. USA has offered to do the work of installing public utilities down the road, however, the materials would lower profit margin of taking this offer. The remaining 10 acres of the property are also the least desirable of the property, since prior to the road being built it can only be accessed by Miller Rd. which does not allow semi-truck traffic. That being the case, I would anticipate any future offers on that land to be less than asking price. USA Earthworks is a local construction company who recently built the utilities and roads in the Old Orchard neighborhood and employ local people. They currently own a shop on N. Main just south of the Airport. This location would stay and they would expand their operations to the industrial park.

Offer 2: This offer would take all of the remaining land including the road. This is positive in that it results in a higher sales price and the City would have no additional infrastructure expansion costs. They have agreed to grant the City a utility easement up the road should there be a future need. This group intends to open a dealer car auction facility. Once open they would hold two auctions per week and sell up to 200 cars. This means that there will be a large amount of vehicles coming in and out of the area, as we as a large number of buyers. This is positive as it will be bringing folks from outside of the area into Plainwell. They will employ a small number of full-time employees and more part-time employees as drivers to transport cars.

From a financial perspective the second offer makes the most sense. It will net the maximum value of the remaining land and eliminates any need for the City to invest in infrastructure expansion. Cash infusions into the General Fund are greatly needed and this provides the most of it. The first offer is also for full asking price, but not being the whole piece leaves the city on the hook for utilities to be able to sell the remaining piece.

BUDGET IMPACT: This will add \$700,000, or \$400,000, less realtor, survey, and closing costs to the General Fund.

ATTACHMENTS: Both offers



BUY AND SELL AGREEMENT FOR VACANT LAND

Office of NAI Wisinski of West Michigan, Broker, Kalamazoo (city), Michigan

Phone: 269-459-0435 Fax: 269-382-1738 Email: karas@naiwwm.com

Offer Date: 01/27/2025, N/A (time) n/a

1. **Agency Disclosure.** The undersigned Buyer and Seller each acknowledge the Broker named above is acting as (choose one):
☒ Agent of the Seller ☐ Subagent of the Seller ☐ Agent of the Buyer ☐ Dual Agent (with written, informed consent of both Buyer and Seller)
☐ Other (specify): n/a
2. **Buyer's Offer.** The undersigned Buyer hereby offers and agrees to purchase property located in the City of Plainwell, Allegan County, Michigan, commonly known as Approx. 15 Acres at the SWC of Miller Rd & 8th Street; 830 Miller Road, Plainwell, Michigan 49080

Permanent Parcel Number Part of 55-020-056-03 (15 Acres) and legally described as follows:

Refer to Attached Tax Card (Subject to Title & Survey)

(the "Land"), together with all fixtures and improvements situated on the Land (the "Improvements"), all of which is collectively referred to herein as the "Premises", except the following:

None

3. **Purchase Price.** The purchase price for the Property is:
Four Hundred Thousand

Dollars (\$ 400,000.00).

4. **Payment of Purchase Price and Financing.** Complete subparagraph "A" and subparagraph "B".

Terms of Payment. The purchase price shall be paid at the closing by Buyer to Seller as indicated by "X" below (mark one box or the other under this subparagraph "A").

☒ **Cash.** Buyer shall pay the full purchase price to Seller upon execution and delivery of warranty deed and performance by Seller of the closing obligations specified in this agreement.

☐ **Land Contract.** Buyer shall pay the full purchase price to Seller pursuant to the terms and conditions stated in the Commercial Alliance of REALTORS® Land Contract form, unless the parties mutually agree upon a different form of land contract, upon performance by Seller of the closing obligations specified in this Agreement. The Land Contract shall provide a down payment of \$ -- and payment of the balance \$ -- in -- installments of \$ -- or more, at Buyer's option, including interest at the rate of -- % per annum computed monthly, interest to start on date of closing, and first payment to become due -- after date of closing. The entire unpaid balance will become due and payable -- months after closing. Seller understands that consummation of the sale or transfer of the Premises shall not relieve Seller of any liability that Seller may have under the mortgage(s) to which the Premises are subject, unless otherwise agreed to by the lender or required by law or regulation. [subject to credit approval]

Financing. Indicate by an "X" below which applies (mark one box or the other under this subparagraph "B").

☐ **No Financing Contingency.** Buyer's obligation to purchase the Premises is not contingent upon Buyer obtaining financing for all or any portion of the purchase price.

☒ **Financing Contingency.** Buyer's obligation to purchase the Premises is contingent upon Buyer obtaining financing for the purchase of the Premises that is acceptable to Buyer, in Buyer's sole and absolute discretion, within sixty (60) days of the Effective Date of this Agreement (the "Financing Contingency Period"). Buyer agrees to diligently pursue in good faith obtaining financing for the purchase of the Premises. If after making such diligent effort Buyer fails to obtain financing for the purchase of the Premises that is acceptable to Buyer within the Financing Contingency Period, then Buyer may terminate this Agreement without liability and receive a refund of any deposit by delivering a written notice of termination to Seller in accordance with this Agreement within the Financing Contingency Period. If Buyer does not deliver a written notice of termination to Seller within the Financing Contingency Period, then Buyer shall be deemed to have waived this financing contingency.

5. **Survey.** Seller shall provide Buyer with a copy of any existing survey of the Premises that Seller has in Seller's possession within five (5) days of the date of the Effective Date. In addition, (select one of the following):

☒ A new survey:

☐ ALTA showing all easements of record, improvements and encroachments, if any, and completed to the most current ALTA/NSPS Land Title Survey minimum requirements; or

☒ boundary survey with iron corner stakes and with all easements of record, improvements and encroachments, if any; or

☐ A recertified survey; or

☐ No new or recertified survey;

shall be ☐ obtained by Buyer at Buyer's expense; or ☐ provided by Seller to Buyer at Seller's expense, within sixty (60) days after the title insurance commitment referenced in this Agreement has been provided by Seller to Buyer under the terms of Title Insurance paragraph

Buyer's Initials

☐ ☐ Seller's Initials

contained in this Agreement. If Seller is responsible to provide a new or recertified survey under this paragraph and fails to do so within the required time, then Buyer may order the required survey at Seller's expense. If any matter disclosed in the new or recertified survey (or absent either, an existing survey) adversely and materially affects the value of the Premises or Buyer's intended use of the Premises, Buyer shall give seller written notice of the matter within ten (10) days after copies of both such survey and the title commitment (and all exception documents identified in the title commitment) referenced in this written Agreement are delivered to Buyer. If Seller fails to cure the matter within ten (10) days of receiving notice (the "Survey Cure Period"), Buyer shall have the right to terminate this Agreement by giving Seller written notice within ten (10) days after the expiration of the Survey Cure Period, otherwise Buyer's right to terminate this Agreement pursuant to this paragraph shall be deemed to have been waived. Other:

Notwithstanding anything contained herein, Buyer & Seller will equally split the cost of a boundary survey, which work shall be completed by Fleis & Vanderbrink.

6. **Title Insurance.** At Seller's expense, Seller shall provide Buyer with a standard ALTA owner's policy of title insurance in the amount of the purchase price, effective as of the date of closing. A commitment to issue such policy insuring marketable title (as defined in this Agreement) vested in Buyer, including a tax status report, shall be ordered within seven (7) days after the Effective Date, and shall be delivered, with copies of all title exception documents, as soon as feasible thereafter. (Note that some title commitments do not report on the status of oil, gas, or mineral rights.) If any matter disclosed by the title commitment adversely and materially affects the value of the Premises or Buyer's intended use of the Premises, Buyer shall give Seller written notice of the matter within ten (10) days after copies of both the title commitment (and all exception documents identified in the title commitment) and survey referenced in this Agreement are delivered to Buyer. If Seller fails to cure the matter within ten (10) days of receiving written notice (the "Title Commitment Cure Period"), Buyer shall have the right to terminate this Agreement by giving Seller written notice within ten (10) days after the expiration of the Title Commitment Cure Period, otherwise Buyer's right to terminate this Agreement pursuant to this paragraph shall be deemed to have been waived. Other:

Devon Title of Plainwell shall serve as the title company for this transaction.

7. **Inspections and Approvals.** After the Effective Date, Buyer and Buyer's agents shall have the right to enter upon the Premises during reasonable business hours for the purposes of conducting such inspections of the Premises that Buyer deems appropriate; provided, however, that such inspections shall not interfere with the rights of the tenants in possession. Buyer shall have the right to apply for and obtain necessary approvals. Buyer shall indemnify, defend and hold Seller and Broker harmless from and against any damage to persons or property caused by Buyer or Buyer's agents in conducting such inspections. Buyer shall have the right to terminate this Agreement if the inspections or approvals are not acceptable to Buyer by giving Seller written notice within SIXTY (60) days after the Effective Date, otherwise the right to terminate shall be deemed to have been waived.

Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate salesperson regarding any aspect of the Premises, or this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement, or a disclosure statement separately signed by Seller. Accordingly, Buyer agrees to accept the Premises "as is" and "with all faults", except as otherwise expressly provided in the documents specified in the preceding sentence. Other:

Buyer may terminate this Buy & Sell Agreement at any time during the Inspections & Approval period and receive a refund of Buyer's Earnest Money deposit.

8. **Closing Adjustments.** The following adjustments shall be made between the parties by the close of business on the closing date, with Buyer receiving a credit or assuming responsibility, as the case may be, for amounts attributable to time periods following the closing date:
- Rent for the month in which closing occurs;
 - Prepaid rent for any month after the month in which closing occurs;
 - Interest on existing indebtedness assumed by Buyer;
 - Charges for any transferable service contracts assigned to Buyer described in Exhibit E;
 - Utility deposits;
 - Security deposits;
 - Recoverable Expense (as defined below). If the parties choose to prorate Recoverable Expenses, then Seller shall provide Buyer with an accounting of (i) any expenses that are recoverable from tenants under the applicable leases (collectively, "Recoverable Expenses"), including, but not limited to, all operating or common area maintenance expenses, taxes, special assessment and insurance, and, (ii) the costs incurred by Seller with respect to such Recoverable Expenses. Furthermore, if the parties choose to prorate Recoverable Expenses, then to the extent taxes and/or special assessments are considered Recoverable Expenses under the applicable leases, no proration of taxes and/or special assessment shall be made at closing except as provided for in the proration of Recoverable Expenses, notwithstanding anything to the contrary contained herein. This provisions shall survive the closing. Other:

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After closing, any rent collected by Buyer including delinquent rent which includes rent for any period prior to the closing date, shall be applied by Buyer first against amounts then due and owing from the particular tenant to the Buyer, with the balance, if any, paid to Seller on account of any delinquent rent owing to Seller. After closing, any rent collected by Seller for any period following closing shall be promptly paid to Buyer. After closing, Seller may not bring any collection against any tenant for delinquent rent owing to Seller.

9. **Property Taxes.** All property taxes first billed prior to the year of closing will be paid by Seller, without proration. All property taxes billed or to be billed in the year of closing will be paid as follows (choose one):

☐ No Proration:

☐ Buyer ☐ Seller shall pay the taxes billed in July.

☐ Buyer ☐ Seller shall pay the taxes billed in December.

☒ **Calendar Year Proration.** Combined per diem tax amount representing both the July bill and the December bill shall be calculated based on a 365 day year. Seller shall be responsible for the per diem total from January 1 to, but not including, the day of closing. Buyer shall be responsible for the difference between the total of the two tax bills and the Seller's share. If the amount of either tax bill is unknown on the day of closing, such amount shall be based on the prior years' tax bill.

10. **Special Assessments (choose one):**

☐ Seller shall pay all special assessments which have become a lien on the Premises prior to the closing, whether due in installments or otherwise.

☒ Seller shall pay all special assessments which have become a lien on the Premises prior to the closing, provided, however, that in the event a special assessment is payable in installments, Seller shall only be responsible for those installments covering the years prior to the year of closing, and Buyer shall be responsible for all installments covering all years after the year of closing. Installments of special assessments covering the year of closing shall be prorated using the same method set forth in this Agreement for the proration of real estate taxes.

☐ Other: --

11. **Conveyance.** Upon performance by Buyer of the closing obligations specified in this Agreement, Seller shall convey the marketable title to the Property to Buyer by warranty deed or agree to convey marketable title by land contract or assignment, as required by this Agreement, including oil, gas and other mineral rights owned by Seller, if any, subject only to existing zoning ordinances, and the following matters of record: building and use restrictions, easements, oil and gas leases, and reservations, if any. As used herein, "marketable title" means marketable title within the meaning of the Michigan 40-Year Marketable Title Act (Mich. Comp. Laws §§ 565.101 et seq.).

The following paragraph applies only if the Property includes unplatted land:

Seller agrees to grant Buyer at closing the right to make (insert number) one division(s) under Section 108 (2), (3) and (4) of the Michigan Land Division Act. (if no number is inserted, the right to make divisions under the sections referenced above stays with any remainder of the parent parcel retained by Seller. If a number is inserted, Seller retains all available divisions in excess of the number stated; however, Seller and/or Broker do not warrant that the number of divisions stated is actually available.) If this sale will create a new division, Seller's obligations under this Agreement are contingent on Seller's receipt of municipal approval, on or before closing (date), of the proposed division to create the Premises. Other: seller will complete the lot split application at seller's cost.


12. **Warranties of Buyer.** Except as otherwise provided or acknowledged in this Agreement, Buyer represents and warrants to Seller as follows:

- The performance of the obligations of Buyer under this Agreement will not violate any contract, indenture, statute, ordinance, judicial or administrative order or judgment applicable to Buyer.
- There is no litigation or proceeding pending, or to Buyer's knowledge threatened, against or involving Buyer, and Buyer does not know or have reason to know of any ground for any such litigation or proceeding, which could have an adverse impact on Buyer's ability to perform, or Seller's interests, under this Agreement.
- In entering into this Agreement, Buyer has not relied upon any written or verbal representations made by Seller or any representative of Seller, including any real estate salesperson, regarding the Property or any aspect of this transaction, which are not expressly set forth in this Agreement.
- Other: --

13. **Warranties of Seller.** Except as otherwise provided or acknowledged in this Agreement, Seller represents and warrants to, and agrees with Buyer as follows:

- The performance of the obligations of Seller under this Agreement will not violate any contract, indenture, statute, ordinance, judicial or administrative order or judgment applicable to Seller or the Property.
- There is no litigation or proceeding pending or to Seller's knowledge threatened against or involving Seller or the Property, and Seller does not know or have reason to know of any ground for any such litigation or proceeding which could have an adverse impact on Seller's ability to perform under this Agreement or that could adversely affect Buyer's title or use of the Property.
- Seller shall continue to operate the Property in the ordinary course of business and maintain the Property in a state of good condition and repair during the interim between the signing of this Agreement and the closing date.
- If a statement(s) of income and expense with respect to the operation of the Property is (are) described in Exhibit B or an accounting of Recoverable Expenses is provided as Exhibit F, such statement(s) is (are) accurate for the period(s) designated in the statement(s).
- The information concerning written leases and tenancies not arising out of written leases described in Exhibit B is accurate as of the Effective Date, and there are no leases or tenancies with respect to the Premises other than those described in Exhibit B (the "Leases"). The warranties in this paragraph do not apply to oil and gas leases, if any. Except as otherwise described in the documents that will be delivered pursuant to the index of Exhibits:
 - All of the Leases are in full force and effect, no party thereto is in material default thereunder, and none of them have been modified, amended, or extended beyond what will be delivered per Exhibit B; with respect to renewal or extension options, options to purchase the Premises, advance payments in excess of one month, common area maintenance and utility fees, and security deposits, these items are set forth in the written leases described in Exhibit B.
 - The rents set forth are being collected on a current basis and there are no arrearages;
- If applicable, agreements for payment of commissions to real estate brokers or agents are as described in Exhibit C ("Commission Agreements"). Real estate brokerage commission(s) will become owing in the event of a tenant's exercise of any existing options to renew, extend, or expand a lease term, or right or option to purchase the Premises as provided in any Commission Agreements produced by Seller and as described in Exhibit C.
- With respect to underlying land contracts or mortgages, the sale will not accelerate indebtedness, increase interest rates, or impose penalties and sanctions.
- Other: --

Part of 830 Miller Rd



Buyer's Initials

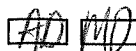


Seller's Initials

14. **Damage to Business.** If between the Effective Date and the closing date, all or any part of the Property is damaged by fire or natural elements or other causes beyond Seller's control that cannot be repaired prior to the closing date, or any part of the Property is taken pursuant to any power of eminent domain, Seller shall immediately notify Buyer or such occurrence, and either Seller or Buyer may terminate this Agreement by written notice to the other within fifteen (15) days after the date of damage or taking. If neither elects to terminate this Agreement, there shall be no reduction in the purchase price and, at closing, Seller shall assign to Buyer whatever rights Seller may be with respect to any insurance proceeds or eminent domain award.
15. **Closing.** The closing shall be held on or before see other provisions (date) and as promptly as practical after all necessary documents have been prepared. An additional period of ten (10) days shall be allowed for closing to accommodate delays in title work or the correction of title defects and/or survey problems which can be readily correctable, delays in obtaining any required inspections, surveys or repairs, delays in completing Environmental Site Assessments, Baseline Environmental Assessment or Due Care Plan/Section 7a Compliance Analysis (if such assessments or plans were ordered in a timely manner), or if the terms of purchase require participation of a lender and the lender has issued a commitment consistent with the requirement but is unable to participate in the closing on or before the required date. Other:

16. **Possession.** Seller shall tender to Buyer possession of the Property upon completion of the closing, ~~subject to all existing leases and rights of tenants in possession.~~ Other:
--
17. **Seller's Closing Obligations.** At closing, Seller shall deliver the following to Buyer:
- The warranty deed, land contract or assignment of land contract required by this Agreement.
 - A bill of sale for any Personal Property (described in Exhibit "D").
 - A written assignment by Seller of Seller's interest in all leases and a transfer to Buyer of all security deposits, accompanied by the original or a true copy of each lease.
 - An assignment of all Seller's rights under any Service Contracts described in Exhibit E which are assignable by their terms and which Buyer wishes to assume, together with an original or true copy of each Service Contract assigned.
 - A notice to any tenants advising the tenants of the sale and directing that future payments be made to Buyer.
 - An updated accounting of Recoverable Expenses.
 - Payment of the County and State real estate transfer tax.
 - Any other documents required by this Agreement to be delivered by Seller.
18. **Buyer's Closing Obligations.** At closing, Buyer shall deliver to Seller the following:
- The cash portion of the purchase price specified in this Agreement shall be paid by cashier's check or other immediately available funds, as adjusted by the apportionments and assignments in accordance to this Agreement.
 - A written assumption by Buyer of the obligations of Seller under the leases arising after closing, including an acknowledgement of the receipt of all security deposits.
 - Any other documents required by this Agreement to be delivered by Buyer.
19. **1031 Tax Deferred Exchange.** Upon either party's request, the other party shall cooperate and reasonably assist the requesting party in structuring the purchase and sale contemplated by this Agreement as part of a tax deferred, like-kind exchange under Section 1031 of the Internal Revenue code of 1986, as amended; provided, however, that in connection therewith, the non-requesting party shall not be required to (a) incur any additional costs or expenses; (b) take legal title to additional real property (i.e. the requesting party's "replacement property" or "relinquished property"); or (c) agree to delay the closing.
20. **Notices.** Any notice required or permitted to be given hereunder shall be deemed to have been properly given, if in writing and delivered to the parties at the addresses shown below or to their representative Agent listed in this Agreement, and shall be deemed received (a) upon delivery, if delivered in person or by facsimile transmission, with receipt thereof confirmed by printed facsimile acknowledgement, (b) one (1) business day after having been deposited for next day overnight delivery with a nationally recognized overnight courier service, (c) two (2) business days after having been deposited in any U.S. post office or mail depository and sent by certified mail, postage prepare, return receipt requested, or (d) upon sending, if sent by email.
21. **Electronic Communications.** Any addendum or amendment to this Agreement and/or any other written communication given in connection with this Agreement may be delivered in person or, if to Seller, in care of Seller's Agent or, if to Buyer, in care of Buyer's Agent, via email or by facsimile transmission to the parties or the Agents at their respective email addresses or facsimile numbers, as applicable. Seller represents and warrants that an email address has been provided to the Agent of Seller from which Seller may receive email. Buyer represents and warrants that an email address has been provided to the Agent of Buyer from which Buyer may receive email.
22. **Execution.** The parties agree that electronic signatures and initials on this Agreement, or any addendum or amendment to this Agreement, shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.
23. **Wire Fraud:** Wire fraud is an increasingly common problem. Any electronic communication received by Buyer or Seller directing Buyer or Seller to transfer funds or provide nonpublic personal information (such as social security numbers, drivers' license numbers, wire instructions, bank account numbers, etc.), should be verified. **Even if the communication appears to be from the Broker, Title Company, or Lender, DO NOT** reply until you have verified the authenticity of the communication by direct communication with the Broker, Title Company, or Lender. **DO NOT** use any telephone numbers provided in the original communication when verifying the authenticity of the communication. Such requests may be part of a scheme to steal funds or use your identity. By signing this Agreement, Buyer and Seller acknowledge and understand the risks associated with wire transfers and potential fraud, which are not within the reasonable control of the Broker. Accordingly, Buyer and Seller hereby release and hold Broker harmless from any and all claims, demands, losses, rights, and causes of action of whatever kind and nature arising directly or indirectly from any wire transfer sent or received in connection with this Agreement.

Part of 830 Miller Rd



Buyer's Initials



Seller's Initials

24. **Authority of the Parties.** Each of the undersigned individuals who have signed this Agreement on behalf of Seller and Buyer entities represent and warrant that he/she is authorized to sign this Agreement on behalf of such party and to bind such party to the requirements of this Agreement.
25. **Additional Acts.** Buyer and Seller agree to execute and deliver such additional documents and to perform such additional acts after the closing as may become necessary to effectuate the transfers contemplated by this Agreement.
26. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the sale of the Property. All contemporaneous or prior negotiations have been merged into this Agreement. This Agreement may be modified or amended only by written instrument signed by the parties to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
27. **Earnest Money.** Buyer shall deposit earnest money in the amount of \$ 7,000.00 with Devon Title Agency, Escrow Agent [insert name of Broker, Title company or other] ☐ with this offer or ☒ within five 5 days after acceptance of this offer, evidencing Buyer's good faith to be held by the Escrow Agent and to apply to the purchase price or the down payment portion thereof where applicable. If Buyer fails to timely deposit the earnest money, Seller may (but is not required to) provide written notice to Buyer of Buyer's failure and to provide Buyer with an additional two (2) business days after the date of the Buyer's receipt of the Seller's written notice to cure such failure after which time if Buyer has not cured its failure, Seller may immediately terminate this Agreement upon written notice to Buyer. If this offer is not accepted, or the title to the Premises is not marketable, or if the purchase is contingent upon conditions specified that cannot be met, Buyer's earnest money deposit shall be promptly refunded. If the Buyer defaults, all deposits made may be forfeited as liquidated damages at Seller's election, or alternatively, Seller may retain Buyer's earnest money as part payment of the purchase price and pursue Seller's legal or equitable remedies against Buyer. If the sale is not closed according to its terms, the selling Broker may notify Buyer(s) and Seller(s) of Escrow Agent's intended disposition of the earnest money deposit, and all parties shall be deemed to have agreed to the disposition of the earnest money deposit unless Escrow Agent is notified of a court action pending concerning this sale or disposition of the earnest money deposit within thirty (30) days after notice to the parties.
28. **Disclosure of Price and Terms.** The purchase price and the terms of this sale may be disclosed by the Commercial Alliance of REALTORS® Commercial Listing Service (CARWM) in the ordinary conduct of its business. Deletion of this paragraph shall not be considered a counter offer that would require a counter acceptance.
29. **Advice of Counsel.** Buyer acknowledges that the Broker has recommended that the parties retain an attorney or attorneys to review the terms of this Agreement.
30. **Attorneys' Fees.** In the event of litigation arising from the failure or alleged failure of either party to perform its obligations under this Agreement, the party prevailing in that litigation (including appeals of all levels) shall be entitled to collect its court costs and reasonable attorneys' fees incurred in connection with such litigation from the other party. The provisions of this Section shall survive Closing or termination of this Agreement.
31. **Environmental.**
- a. **Notice to buyers and sellers (environmental risks).**
Whenever real property is acquired or occupied, the buyer incurs some degree of risk with regard to potential environmental contamination and/or protected natural resources on the property. Various federal, state, and local laws may impose liability upon the buyer for the remediation of the contamination even though the buyer did not cause it or may restrict the buyer's ability to fully develop or utilize the property. Such risk can be minimized through the performance of environmental due diligence. Additionally, sellers are advised that they may have an obligation to provide certain environmental information and/or disclosures to prospective buyers. The failure to provide such information or disclosures may subject a seller to potential liability or result in the loss of certain liability protections.
- No real estate brokers/salespersons in this transaction possess the expertise necessary to assess the nature or extent of these environmental risks or to determine the presence of environmental contamination or protected natural resources. The real estate brokers/salespersons involved in this transaction do not make independent investigations as to environmental contamination or protected natural resources with respect to any property, and they make no representations regarding the presence or absence, now or in the past, of environmental contamination. It is therefore prudent for each party to this transaction to seek legal and technical counsel from professionals experienced in environmental matters to provide an evaluation of the environmental risks associated with the transaction.
- b. **Environmental reports and assessments.**
- (1) Within ten 10 days of the Effective Date, Seller shall deliver to Buyer copies of any existing reports, data, plans, permits, notices and/or information in Seller's possession relating to environmental matters pertaining to the Premises ("Seller's Environmental Documents").
- (2) Buyer shall have a period of sixty (60) days after the Effective Date to evaluate environmental matters relating to the Premises ("Environmental Due Diligence Period"). Buyer and Buyer's agents shall have the right to enter upon the Premises during the Environmental Due Diligence Period during reasonable business hours for the purpose of conducting, at Buyer's expense, any environmental assessments of the Premises that Buyer deems appropriate, which assessments may include, but shall not be limited to, a Phase I Environmental Site Assessment, Transaction Screen, and/or evaluation of other regulated conditions or matters such as wetlands, asbestos containing materials, mold, or lead based paint ("Environmental Assessments"). The Environmental Assessments may not include the collection or analysis of samples of soil, groundwater, soil gas, indoor air, surface water, building components or any other environmental medium unless Buyer obtains prior written consent from Seller, which consent shall not be unreasonably withheld, delayed or conditioned. Buyer agrees that the Environmental Assessments shall not unreasonably interfere with the rights of Seller or any tenants in possession and Seller agrees to reasonably cooperate and to request that its tenants reasonably cooperate with the Environmental Assessments.

Part of 830 Miller Rd



Buyer's Initials



Seller's Initials

- (3) Buyer shall have the right to terminate this Agreement if Seller's Environmental Documents or the Environmental Assessments are not acceptable to Buyer by delivering written notice to Seller prior to the expiration of the Environmental Due Diligence Period. If Buyer determines that any additional environmental due diligence activities (including, but not limited to, any additional environmental investigations, reports, approvals or permits) are warranted, then Buyer may provide Seller with a proposed amendment to this Agreement to extend the Environmental Due Diligence Period to allow Buyer to conduct such activities. If Buyer does not deliver a termination notice or proposed amendment to Seller prior to the expiration of the Environmental Due Diligence Period, then Buyer shall be deemed to have waived any objections to environmental matters relating to the Premises. If Buyer provides Seller with a proposed amendment to this Agreement, then Seller shall have a period of ten (10) days to execute or negotiate mutually acceptable terms for such amendment, otherwise Buyer may, but shall not be obligated to, terminate this Agreement by delivering written notice to Seller with two (2) days after Seller's deadline for executing or negotiating an amendment to this Agreement.
- (4) If the Environmental Assessments cause any damage to the Premises, Buyer agrees to reasonably restore the Premises to the condition that existed prior to such damage. The restoration obligation does not require the remediation of any existing environmental condition. Buyer shall indemnify, defend and hold Seller and Broker harmless from and against any damage to persons or property caused by Buyer or Buyer's agents in conducting the Environmental Assessments

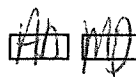
c. Nondisclosure.

- (1) If Seller's Environmental Documents or the Environmental Assessments identify the Land as a "facility" as defined in Part 201 of Michigan's Natural Resources and Environmental Protection Act, Public Act 451 of 1994, as amended ("NREPA") or a "site" as defined in Part 213 of NREPA, then Buyer may conduct a Baseline Environmental Assessment ("BEA") and/or a Due Care Plan ("DCP"); provided, however, that Buyer may not submit or otherwise disclose such BEA, DCP, or similar report (e.g., a response activity plan) to the Michigan Department of Environmental Quality prior to closing unless Buyer obtains prior written consent from Seller.
- (2) If Buyer exercises its right to terminate this Agreement pursuant to subparagraph b(3) above, Buyer shall not disclose Seller's Environmental Documents or the Environmental Assessments to any third party unless required by mandatory disclosure pursuant to legal process. At Seller's request, Buyer shall provide copies of any Environmental Assessments to Seller.


d. Other:

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32. **Brokerage Fee.** Seller and/or Buyer agree(s) to pay the broker(s) involved in this transaction a brokerage fee as specified in any agency agreement or other written agreement between them. In the event no such agreement exists, ☐ Buyer ☒ Seller agrees to pay a brokerage fee of per the listing agreement. This brokerage fee shall be paid in full promptly after it is earned, but not later than closing. Unless otherwise previously agreed, Buyer and/or Seller agree(s) that the brokerage fee may be shared by the recipient with any cooperating broker who participates in the sale, in such amount as the recipient decides, without further disclosure to or consent from Buyer and/or Seller. Seller and Buyer agree that the broker(s) involved in this transaction is/are an intended third party beneficiary entitled to enforce the obligation set forth herein to pay the brokerage fee. Other:
- NAI WISINSKI IS THE ONLY AGENT INVOLVED & REPRESENTS THE SELLER.
33. **Time.** Time is of the essence in this Agreement. In any case where a date for performance by either party or a deadline falls on a Saturday, Sunday or federal government holiday, the time for performance or the deadline, as applicable, shall automatically extend until 11:59 p.m. on the next business day. As used in this Agreement, a "business day" shall mean a day other than Saturday, Sunday or a federal government holiday. All other references to "days" in this Agreement shall refer to calendar days. The term "Effective Date" as used in this Agreement shall be the date upon which this Agreement is fully executed (as described below).
34. **Other Provisions.** If any conflict shall exist between the provisions of this Section and the provisions contained elsewhere in this Agreement, the provisions of this Section shall control.
- a. Closing shall occur the LATER of 1) ten (10) days after the expiration or waiver of all contingencies, or 2) municipal lot split approval.
- b. Buyer shall not be required to close on the Premises unless Buyer receives zoning approval, including a special use permit, for Buyer's intended use from the municipality. Buyer shall have 90-days from the Effective Date to obtain zoning and special use approval.
- c. Buyer will install, with all labor costs being at Buyer's sole cost and expense, water & Sewer Infrastructure to service the 28.08 acres of vacant land owned by Seller, which infrastructure shall be extended from Lincoln Road to 800' north into the Seller's parcel. The seller will provide the engineering and materials to complete the work.
- d. Buyer may transfer sales agreement to another entity owned by Buyer, or its LLC members, any time prior to closing.



Buyer's Initials



Seller's Initials

35 Index of Exhibits. Seller to furnish within fifteen (15) days from Effective Date unless specified below:

| Not Applicable | Attached | Exhibit # | Subject |
|----------------|----------|-----------|---|
| X | | A | Income and expense with respect to the operation of the Premises |
| X | | B | Written leases and any tenancies not arising out of written leases |
| X | | C | Commission Agreements |
| X | | D | List of personal Property |
| X | | E | Accounting of Recoverable Expenses, with an updated Accounting of Recoverable Expenses to be delivered no later than _____ days prior to the closing. |
| X | | F | Service Contracts |

As to any "Seller to furnish" item(s) listed above, Buyer shall have the right to terminate this Agreement if any such item is not acceptable to Buyer by giving Seller written notice within n/a (n/a) days after receipt of such item(s), otherwise the right to terminate this Agreement pursuant to this paragraph shall be deemed to have been waived. Notwithstanding the foregoing, Buyer shall not be permitted to terminate this Agreement based upon the updated Accounting of Recoverable Expenses received prior to closing.

36. By signing below, Buyer acknowledges having read this Agreement and authorizes delivery of this Agreement to Seller. If this Agreement is signed by Seller without any modifications, the date Seller signs becomes the Effective Date. Buyer gives Broker above named until 7 pm EST (time) January 30, 2025 (date) to obtain Seller's written acceptance of the Buyer's offer.

Buyer: Ashlyn Double
(print name of individual or entity)

Signature: Ashlyn Double

Its: _____
(if Buyer is an entity)

Date: 1/27/25

Buyer's Address: 1747 5th Street
Martin, MI 49076

Buyer: Matt Double
(print name of individual or entity)

Signature: Matt Double

Its: _____
(if Buyer is an entity)

Date: 1/27/25

Bus. Phone: 269-207-2677 Fax: _____
Email: usaeathworks@gmail.com

37. SELLER'S ACCEPTANCE

The above offer is hereby accepted ☐ as written ☐ as modified

Date: _____ Time: _____

By signing below, Seller acknowledges having read and authorizes delivery of this Agreement to Buyer. If this Agreement is signed by Seller without any modifications, the date Seller signs becomes the Effective Date. If this Agreement is signed by Seller subject to any modifications, Seller gives Broker above named until _____ (time) _____ (date) to obtain Buyer's written acceptance of Seller's counter offer.

Seller: _____
(print name of individual or entity)

Signature: _____

Its: _____
(if Seller is an entity)

Date: _____

Seller's Address: _____

Seller: _____
(print name of individual or entity)

Signature: _____

Its: _____
(if Seller is an entity)

Date: _____

Bus. Phone: _____ Fax: _____

Email: _____

AD MD

Buyer's Initials

☐ ☐

Seller's Initials

38. BUYER'S RECEIPT OF ACCEPTANCE

Date: _____ Time: _____

Buyer acknowledges receipt of Seller's acceptance of Buyer's offer. If Seller's acceptance of Buyer's offer was subject to a counteroffer, Buyer agrees to accept the terms of the counter offer:

☐ as written (with all other terms and conditions of Buyer's offer remaining unchanged); or ☐ modified as follows:

If Buyer is accepting a counteroffer from Seller as written, the date Buyer signs below becomes the **Effective Date**. If Buyer is accepting Seller's counter-offer subject to any modifications, Buyer gives Broker above named until _____ (time _____ (date) to obtain Seller's written acceptance of Buyer's counteroffer.

Buyer: _____
(print name of individual or entity)

Buyer: _____
(print name of individual or entity)

Signature: _____

Signature: _____

Its: _____
(if Buyer is an entity)

Its: _____
(if Buyer is an entity)

Date: _____

Date: _____

39. SELLER'S RECEIPT OF ACCEPTANCE

Date: _____ Time: _____

Seller acknowledges receipt of a copy of Buyer's acceptance of Seller's counteroffer (if Seller made a counteroffer), or Seller agrees to accept the terms of Buyer's counter offer as written. If Seller is accepting the terms of Buyer's counter offer as written, then the date Seller signs below becomes the **Effective Date**.

Seller: _____
(print name of individual or entity)

Seller: _____
(print name of individual or entity)

Signature: _____

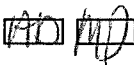
Signature: _____

Its: _____
(if Seller is an entity)

Its: _____
(if Seller is an entity)

Date: _____

Date: _____



Buyer's Initials



Seller's Initials



DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIPS

Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of Agency relationship you have with that licensee.

A real estate transaction is a transaction involving the sale or lease of any legal or equitable interest in real estate consisting of not less than one or not more than four residential dwelling units or consisting of a building site for a residential unit on either a lot as defined in section 102 of the land division act, 1967 PA 288, MCL 560.102, or a condominium unit as defined in section 4 of the condominium act, 1978 CP 59, MCL 559.104. Michigan law requires real estate licensees who are acting as agents of seller, landlords, lessors, sub-lessors (hereafter 'Seller') or buyers, tenants, lessees, sub-lessees (hereafter 'Buyer') of real property (as defined above) to advise the potential sellers or buyers with whom they work of the nature of their agency relationship.

A broker or salesperson may function in any of the following capacities:

- represent the seller as an authorized seller's agent or subagent
- represent the buyer as an authorized buyer's agent or subagent
- represent both the seller and buyer as a disclosed dual agent, authorized by both the seller and buyer.
- represent neither the seller nor buyer as an agent, but provide services authorized by the seller or buyer to complete a transaction as a transaction coordinator.

SELLER'S AGENT

A seller's agent, under a listing agreement with the seller, acts solely on behalf of the seller. A seller can authorize a seller's agent to work with subagents, buyer's agents and/or transaction coordinators. A subagent of the seller is one who has agreed to work with the listing agent, and who, like the listing agent, acts solely on behalf of the seller. Seller's agents and their subagents will disclose to the seller known information about the buyer which may be used to the benefit of the seller.

The duties that a seller's agent and subagent owe to the seller include:

- promoting the best interests of the seller
- fully disclosing to the seller all facts that might affect or influence the seller's decision to accept an offer to purchase
- keeping confidential the seller's motivations for selling
- presenting all offers to the seller
- disclosing to seller all information known to the seller's agent about the identities of all buyers and the willingness of those buyers to complete the sale or to offer a higher price

BUYER'S AGENT

A buyer's agent, under a buyer's agency agreement with the buyer, acts solely on behalf of the buyer. A subagent of the buyer is one who has agreed to work with the buyer's agent and who, like the buyer's agent, acts solely on behalf of the buyer. Buyer's agents and their subagents will disclose to the buyer known information about the seller which may be used to benefit the buyer.

The duties a buyer's agent and subagent owe to the buyer include:

- promoting the best interests of the buyer
- fully disclosing to the buyer all facts that might affect or influence the buyer's decision to tender an offer to purchase
- keeping confidential the buyer's motivations for buying
- presenting all offers on behalf of the buyer
- disclosing to the buyer all information known to the buyer's agent about the willingness of the seller to complete the sale or to accept a lower price

DUAL AGENT

A real estate licensee can be the agent of both the seller and the buyer in a transaction, but only with the knowledge and informed consent, in writing, of both the seller and the buyer.

In such a dual agency situation, the licensee will not be able to disclose all known information to either the seller or the buyer. As a dual agent, the licensee will not be able to provide the full range of fiduciary duties to the seller or the buyer.

The obligations for a dual agent are subject to any specific provisions set forth in any agreement between the dual agent, the seller, and the buyer, and may include the provision that the broker will not knowingly say anything or do anything which might place one party at a disadvantage, including the disclosure of personal confidences. For example, unless otherwise agreed, the dual agent broker will not disclose to the buyer that the seller might accept other than the listed price or terms; nor shall the dual agent broker disclose to the seller that the buyer might be willing to pay a higher price or terms other than offered.

TRANSACTION COORDINATOR

A transaction coordinator is not an agent for either party and therefore owes no fiduciary duty to either party. The transaction coordinator is not the advocate of either party and therefore has no obligation to "negotiate" for either party. The responsibilities of the transaction coordinator typically include:

- providing access to and the showing of the property
- providing access to market information
- providing assistance in the preparation of a buy and sell agreement which reflects the terms of the parties' agreement
- presenting a buy and sell agreement and any subsequent counteroffers
- assisting all parties in undertaking all steps necessary to carry out the agreement, such as the execution of documents, the obtaining of financing, the obtaining of inspections, etc.

DESIGNATED AGENCY

A buyer or seller with a designated agency agreement is represented only by agents specifically named in the agreement. Any agents of the firm not named in the agreement do not represent the buyer or seller. The named "designated" agent acts solely on behalf of his or her client and may only share confidential information about the client with agent's supervisory broker who is also named in the agreement. Other agents in the firm have no duties to the buyer or seller and may act solely on behalf of another party in the transaction.

REAL ESTATE LICENSEE DISCLOSURE – THIS IS NOT A CONTRACT FOR AGENCY SERVICES

I hereby disclose that the agency status I/we have with the buyer and/or seller below is (choose one):

- ☒ Seller's agent or subagent (I will not be representing the buyer unless otherwise agreed in writing.)
- ☐ Buyer's agent or subagent
- ☐ Dual agent
- ☐ Transaction Coordinator (A licensee who is not acting as an agent of either the seller or the buyer.)
- ☐ None of the above

AFFILIATED LICENSEE DISCLOSURE (check one)

- ☐ Check here if acting as a designated agent. Only the licensee's broker and a named supervisory broker have the same agency relationship as the licensee named below. If the other party in a transaction is represented by an affiliated licensee, then the licensee's broker and all named supervisory brokers shall be considered disclosed consensual dual agents.
- ☐ Check here if not acting as a designated agent. All affiliated licensees have the same agency relationships as the licensee named below.

This form was provided to the buyer or seller before disclosure of confidential information.

Kara Schroer

1/8/2025

Licensee

Date

Licensee

Date

The undersigned ☐ does ☒ does not have an agency relationship with any other real estate licensee. If any agency relationship exists, the undersigned is represented as a ☐ Buyer ☐ Seller.

ACKNOWLEDGMENT: By signing below, the parties confirm that they have received and read the information on this agency disclosure statement and that this form was provided to them before the disclosure of any confidential information specific to the potential sellers or buyers. **THIS IS NOT A CONTRACT.**

[Signature]
Potential ☒ Buyer ☐ Seller (check one)

1/27/25
Date

[Signature]
Potential ☐ Buyer ☐ Seller (check one)

1/27/25
Date



BUY AND SELL AGREEMENT
FOR OFFICE, COMMERCIAL, INDUSTRIAL AND MULTI-FAMILY

Office of NAI Wisinski of West Michigan, BROKER, Grand Rapids (city), Michigan.
Phone: 616-776-0100 Fax: 616-776-0101 Email: skingma@naiwwm.com
Offer Date: 2-7-2025 (time)

1. **Agency Disclosure.** The undersigned Buyer and Seller each acknowledge the Broker named above is acting as (choose one):
☐ Agent of the Seller ☐ Subagent of the Seller ☒ Agent of the Buyer ☐ Dual Agent (with written, informed consent of both Buyer and Seller)
☐ Other (specify): _____
2. **Buyer's Offer.** The undersigned Buyer hereby offers and agrees to purchase property located in the City of Plainwell, Allegan County, Michigan, commonly known as 830 Miller Road.
Permanent Parcel Number 55-020-056-00 and legally described as follows:
See Paragraph 1, Addendum #1

(the "Land"), together with all buildings, fixtures and improvements situated on the Land (the "Improvements"), and all equipment and other personal property listed on Exhibit D (the "Personal Property"), all of which is collectively referred to herein as the "Premises".

3. **Purchase Price.** The purchase price for the Premises is:
Twenty Five Thousand Dollars per acre as determined by the ALTA survey
Dollars (\$25,000 per acre). Any allocation of the purchase price between Land, Improvements, and Personal Property shall be set forth on an attached Exhibit.

4. **Payment of Purchase Price and Financing.** Complete subparagraph "A" and subparagraph "B".

A. **Terms of Payment.** The purchase price shall be paid at the closing by Buyer to Seller as indicated by "X" below (mark one box or the other under this subparagraph "A").

☒ **Cash.** Buyer shall pay the full purchase price to Seller upon execution and delivery of warranty deed and performance by Seller of the closing obligations specified in this Agreement.

☐ **Land Contract.** Buyer shall pay the full purchase price to Seller pursuant to the terms and conditions stated in the Commercial Alliance of REALTORS® Land Contract form, unless the parties mutually agree upon a different form of land contract, upon performance by Seller of the closing obligations specified in this Agreement. The Land Contract shall provide a down payment of \$ _____ and payment of the balance \$ _____ in _____ installments of \$ _____ or more, at Buyer's option, including interest at the rate of _____ % per annum computed monthly, interest to start on date of closing, and first payment to become due _____ after date of closing. The entire unpaid balance will become due and payable _____ months after closing. Seller understands that consummation of the sale or transfer of the Premises shall not relieve Seller of any liability that Seller may have under the mortgage(s) to which the Premises are subject, unless otherwise agreed to by the lender or required by law or regulation. [subject to credit approval]

B. **Financing.** Indicate by an "X" below which applies (mark one box or the other under this subparagraph "B").

☒ **No Financing Contingency.** Buyer's obligation to purchase the Premises is not contingent upon Buyer obtaining financing for all or any portion of the purchase price.

☐ **Financing Contingency.** Buyer's obligation to purchase the Premises is contingent upon Buyer obtaining financing for the purchase of the Premises that is acceptable to Buyer, in Buyer's sole and absolute discretion, within _____ (____) days of the Effective Date of this Agreement (the "Financing Contingency Period"). Buyer agrees to diligently pursue in good faith obtaining financing for the purchase of the Premises. If after making such diligent effort Buyer fails to obtain financing for the purchase of the Premises that is acceptable to Buyer within the Financing Contingency Period, then Buyer may terminate this Agreement without liability and receive a refund of any deposit by delivering a written notice of termination to Seller in accordance with this Agreement within the Financing Contingency Period. If Buyer does not deliver a written notice of termination to Seller within the Financing Contingency Period, then Buyer shall be deemed to have waived this financing contingency.

5. **Survey.** Seller shall provide Buyer with a copy of any existing survey of the Premises that Seller has in Seller's possession within five (5) days of the date of the Effective Date. In addition, (select one of the following):

☒ A new survey:

☒ ALTA showing all easements of record, improvements and encroachments, if any, and completed to the most current ALTA/NSPS Land Title Survey minimum requirements; or

☐ boundary survey with iron corner stakes and with all easements of record, improvements and encroachments, if any; or

☐ A recertified survey; or

☐ No new or recertified survey;

shall be ☒ obtained by Buyer at Buyer's expense; or ☐ provided by Seller to Buyer at Seller's expense, within ninety (90) days after the title insurance commitment referenced in this Agreement has been provided by Seller to Buyer under the terms of Title Insurance paragraph contained in this Agreement.

X ☒ ☐

Buyer's Initials

☐ ☐

Seller's Initials

If Seller is responsible to provide a new or recertified survey under this paragraph and fails to do so within the required time, then Buyer may order the required survey at Seller's expense. If any matter disclosed in the new or recertified survey (or absent either, an existing survey) adversely and materially affects the value of the Premises or Buyer's intended use of the Premises, Buyer shall give seller written notice of the matter within ten (10) days after copies of both such survey and the title commitment (and all exception documents identified in the title commitment) referenced in this written Agreement are delivered to Buyer. If Seller fails to cure the matter within ten (10) days of receiving notice (the "Survey Cure Period"), Buyer shall have the right to terminate this Agreement by giving Seller written notice within ten (10) days after the expiration of the Survey Cure Period, otherwise Buyer's right to terminate this Agreement pursuant to this paragraph shall be deemed to have been waived. Other:

See Paragraph 2 Addendum #1

- 6. Title Insurance.** At Seller's expense, Seller shall provide Buyer with a standard ALTA owner's policy of title insurance in the amount of the purchase price, effective as of the date of closing. A commitment to issue such policy insuring marketable title (as defined in this Agreement) vested in Buyer, including a tax status report, shall be ordered within seven (7) days after the Effective Date, and shall be delivered, with copies of all title exception documents, as soon as feasible thereafter. (Note that some title commitments do not report on the status of oil, gas, or mineral rights.) If any matter disclosed by the title commitment adversely and materially affects the value of the Premises or Buyer's intended use of the Premises, Buyer shall give Seller written notice of the matter within ten (10) days after copies of both the title commitment (and all exception documents identified in the title commitment) and survey referenced in this Agreement are delivered to Buyer. If Seller fails to cure the matter within ten (10) days of receiving written notice (the "Title Commitment Cure Period"), Buyer shall have the right to terminate this Agreement by giving Seller written notice within ten (10) days after the expiration of the Title Commitment Cure Period, otherwise Buyer's right to terminate this Agreement pursuant to this paragraph shall be deemed to have been waived. Other:

Title Insurance to be issued with standard exceptions removed and ordered from Sun Title.

See Paragraph 3 Addendum #1

- 7. Inspections & Approvals.** After the Effective Date, Buyer and Buyer's agents shall have the right to enter upon the Premises during reasonable business hours for the purposes of conducting such inspections of the Premises that Buyer deems appropriate; provided, however, that such inspections shall not interfere with the rights of the tenants in possession. Buyer shall have the right to apply for and obtain necessary approvals. Buyer shall indemnify, defend and hold Seller and Broker harmless from and against any damage to persons or property caused by Buyer or Buyer's agents in conducting such inspections. Buyer shall have the right to terminate this Agreement if the inspections or approvals are not acceptable to Buyer by giving Seller written notice within ninety (90) days after the Effective Date, otherwise the right to terminate shall be deemed to have been waived.

Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate salesperson regarding any aspect of the Premises, or this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement, or a disclosure statement separately signed by Seller. Accordingly, Buyer agrees to accept the Premises "as is" and "with all faults", except as otherwise expressly provided in the documents specified in the preceding sentence. Other:

See Paragraph 4 Addendum #1

- 8. Closing Adjustments.** The following adjustments shall be made between the parties by the close of business on the closing date, with Buyer receiving a credit or assuming responsibility, as the case may be, for amounts attributable to time periods following the closing date:
- Rent for the month in which closing occurs;
 - Prepaid rent for any month after the month in which closing occurs;
 - Interest on existing indebtedness assumed by Buyer;
 - Charges for any transferable service contracts assigned to Buyer described in Exhibit F;
 - Utility deposits;
 - Security deposits;
 - Recoverable Expenses (as defined below). If the parties choose to prorate Recoverable Expenses, then Seller shall provide Buyer with an accounting of (i) any expenses that are recoverable from tenants under the applicable leases (collectively, "Recoverable Expenses"), including but not limited to, all operating or common area maintenance expenses, taxes, special assessment and insurance and (ii) the costs incurred by Seller with respect to such Recoverable Expenses. Furthermore, if the parties choose to prorate Recoverable Expenses under the applicable leases, no proration of taxes and/or special assessments shall be made at closing except as provided for in the proration for Recoverable Expenses, notwithstanding anything to the contrary contained herein. This provision shall survive the closing. Other:

After closing, any rent collected by Buyer including delinquent rent which includes rent for any period prior to the closing date, shall be applied by Buyer against amounts then due and owing from the particular tenant to the Buyer, with the balance, if any, paid to Seller on account of any delinquent rent owing to Seller. After closing, any rent collected by Seller for any period following closing shall be promptly paid to Buyer. After closing, Seller may not bring any collection against any tenant for delinquent rent owing to Seller.

- 9. Property Taxes.** All property taxes first billed prior to the year of closing will be paid by Seller, without proration. All property taxes billed or to be billed in the year of closing will be paid as follows (choose one):

- ☐ No Proration:
☐ Buyer ☐ Seller shall pay the taxes billed in July.
☐ Buyer ☐ Seller shall pay the taxes billed in December.

- ☒ Calendar Year Proration. Combined per diem tax amount representing both the July bill and the December bill shall be calculated based on a 365 day year. Seller shall be responsible for the per diem total from January 1 to, but not including, the day of closing. Buyer shall be responsible for the difference between the total of the two tax bills and the Seller's share. If the amount of either tax bill is unknown on the day of closing, such amount shall be based on the prior years' tax bill.

830 Miller Road

X ☒ ☐

Buyer's Initials

☐ ☐

Seller's Initials

10. **Special Assessments (choose one):**

- ☒ Seller shall pay all special assessments which have become a lien on the Premises prior to the closing, whether due in installments or otherwise.
- ☐ Seller shall pay all special assessments which have become a lien on the Premises prior to the closing, provided, however, that in the event a special assessment is payable in installments, Seller shall only be responsible for those installments covering the years prior to the year of closing, and Buyer shall be responsible for all installments covering all years after the year of closing. Installments of special assessments covering the year of closing shall be prorated using the same method set forth in this Agreement for the proration of real estate taxes.
- ☐ Other:

11. **Conveyance.** Upon performance by Buyer of the closing obligations specified in this Agreement, Seller shall convey the marketable title to the Premises to Buyer by warranty deed or agree to convey marketable title by land contract or assignment, as required by this Agreement, including oil, gas and other mineral rights owned by Seller, if any, subject only to existing zoning ordinances, and the following matters of record: building and use restrictions, easements, oil and gas leases, and reservations, if any. As used herein, "marketable title" means marketable title within the meaning of the Michigan 40-Year Marketable Title Act (Mich. Comp. Laws §§ 565.101 et seq.).

The following paragraph applies only if the Premises include unplatted land:

Seller agrees to grant Buyer at closing the right to make (insert number) all division(s) under Section 108 (2), (3) and (4) of the Michigan Land Division Act. (if no number is inserted, the right to make divisions under the sections referenced above stays with any remainder of the parent parcel retained by Seller. If a number is inserted, Seller retains all available divisions in excess of the number stated; however, Seller and/or Broker do not warrant that the number of divisions stated is actually available.) If this sale will create a new division, Seller's obligations under this Agreement are contingent on Seller's receipt of municipal approval, on or before the close (date), of the proposed division to create the Real Estate. Other:

See Paragraph 5 Addendum #1

12. **Warranties of Buyer.** Except as otherwise provided or acknowledged in this Agreement, Buyer represents and warrants to Seller as follows:

- The performance of the obligations of Buyer under this Agreement will not violate any contract, indenture, statute, ordinance, judicial or administrative order or judgment applicable to Buyer.
- There is no litigation or proceeding pending, or to Buyer's knowledge threatened, against or involving Buyer, and Buyer does not know or have reason to know of any ground for any such litigation or proceeding, which could have an adverse impact on Buyer's ability to perform, or Seller's interests, under this Agreement.
- In entering into this Agreement, Buyer has not relied upon any written or verbal representations made by Seller or any representative of Seller, including any real estate salesperson, regarding the Premises or any aspect of this transaction, which are not expressly set forth in this Agreement.
- Other:

13. **Warranties of Seller.** Except as otherwise provided or acknowledged in this Agreement, Seller represents and warrants to, and agrees with Buyer as follows:

- The performance of the obligations of Seller under this Agreement will not violate any contract, indenture, statute, ordinance, judicial or administrative order or judgment applicable to Seller or the Premises.
- There is no litigation or proceeding pending or to Seller's knowledge threatened against or involving Seller or the Premises, and Seller does not know or have reason to know of any ground for any such litigation or proceeding which could have an adverse impact on Seller's ability to perform under this Agreement or that could adversely affect Buyer's title or use of the Premises.
- Seller shall continue to operate the Premises in the ordinary course of business and maintain the Premises in a state of good condition and repair during the interim between the signing of this Agreement and the closing date.
- If a statement(s) of income and expense with respect to the operation of the Premises is (are) described in Exhibit A or an accounting of Recoverable Expenses is provided as Exhibit E, such statement(s) is (are) accurate for the period(s) designated in the statement(s).
- The information concerning written leases and tenancies not arising out of written leases described in Exhibit B is accurate as of the Effective Date, and there are no leases or tenancies with respect to the Premises other than those described in Exhibit B (the "Leases"). The warranties in this paragraph do not apply to oil and gas leases, if any. Except as otherwise described in the documents that will be delivered pursuant to the index of Exhibits:
 - All of the Leases are in full force and effect, no party thereto is in material default thereunder, and none of them have been modified, amended, or extended beyond what will be delivered per Exhibit B; with respect to renewal or extension options, options to purchase the Premises, advance payments in excess of one month, common area maintenance and utility fees, and security deposits, these items are set forth in the written leases described in Exhibit B.
 - The rents set forth are being collected on a current basis and there are no arrearages;
- If applicable, agreements for the payment of commissions to real estate brokers or agents are as described in Exhibit C ("Commission Agreements"). Real estate brokerage commission(s) will become owing in the event of a tenant's exercise of any existing options to renew, extend, or expand a lease term, or right or option to purchase the Premises as provided in any Commission Agreements produced by Seller and as described in Exhibit C.
- If a schedule of service, maintenance, supply and management contracts ("Service Contracts") is described in Exhibit F, the Exhibit lists all the Service Contracts currently in effect with respect to the Premises.
- With respect to underlying land contracts or mortgages, the sale will not accelerate indebtedness, increase interest rates, or impose penalties and sanctions.
- Other:

830 Miller Road

X  

Buyer's Initials

Seller's Initials

14. **Damage to Premises.** If between the Effective Date and the closing date, all or any part of the Premises is damaged by fire or natural elements or other causes beyond Seller's control that cannot be repaired prior to the closing date, or any part of the Premises is taken pursuant to any power of eminent domain, Seller shall immediately notify Buyer or such occurrence, and either Seller or Buyer may terminate this Agreement by written notice to the other within fifteen (15) days after the date of damage or taking. If neither elects to terminate this Agreement, there shall be no reduction in the purchase price and, at closing, Seller shall assign to Buyer whatever rights Seller may be with respect to any insurance proceeds or eminent domain award. See Paragraph 6 Addendum #1
15. **Closing.** The closing shall be held on or before 105 days after the Effective Date (date) and as promptly as practical after all necessary documents have been prepared. An additional period of thirty (30) days shall be allowed for closing to accommodate delays in title work or the correction of title defects and/or survey problems which can be readily correctable, delays in obtaining any required inspections, surveys or repairs, delays in completing Environmental Site Assessments, Baseline Environmental Assessment or Due Care Plan/Section 7a Compliance Analysis (if such assessments or plans were ordered in a timely manner), or if the terms of purchase require participation of a lender and the lender has issued a commitment consistent with the requirement but is unable to participate in the closing on or before the required date. Other:
16. **Possession.** Seller shall tender to Buyer possession of the Premises upon completion of the closing, subject to all existing leases and rights of tenants in possession. Other:
17. **Seller's Closing Obligations.** At closing, Seller shall deliver the following to Buyer:
- The warranty deed, land contract or assignment of land contract required by this Agreement.
 - A bill of sale for any Personal Property (described in Exhibit "D").
 - A written assignment by Seller of Seller's interest in all leases and a transfer to Buyer of all security deposits, accompanied by the original or a true copy of each lease.
 - An assignment of all Seller's rights under any Service Contracts described in Exhibit F which are assignable by their terms and which Buyer wishes to assume, together with an original or true copy of each Service Contract assigned.
 - A notice to any tenants advising the tenants of the sale and directing that future payments be made to Buyer.
 - An updated accounting of Recoverable Expenses.
 - Payment of the County and State real estate transfer tax.
 - Any other documents required by this Agreement to be delivered by Seller. See Paragraph 7 Addendum #1
18. **Buyer's Closing Obligations.** At closing, Buyer shall deliver to Seller the following:
- The cash portion of the purchase price specified in this Agreement shall be paid by cashier's check or other immediately available funds, as adjusted by the apportionments and assignments in accordance to this Agreement.
 - A written assumption by Buyer of the obligations of Seller under the leases arising after closing, including an acknowledgement of the receipt of all security deposits.
 - Any other documents required by this Agreement to be delivered by Buyer.
19. **1031 Tax Deferred Exchange.** Upon either party's request, the other party shall cooperate and reasonably assist the requesting party in structuring the purchase and sale contemplated by this Agreement as part of a tax deferred, like-kind exchange under Section 1031 of the Internal Revenue code of 1986, as amended; provided, however, that in connection therewith, the non-requesting party shall not be required to (a) incur any additional costs or expenses; (b) take legal title to additional real property (i.e. the requesting party's "replacement property" or "relinquished property"); or (c) agree to delay the closing.
20. **Earnest Money.** Buyer shall deposit earnest money in the amount of \$ 25,000.00 with NAI Wisinski of West MI Escrow Agent [insert name of Broker, Title company or other] ☐ with this offer or ☒ within five (5) days after acceptance of this offer, evidencing Buyer's good faith to be held by the Escrow Agent and to apply to the purchase price or the down payment portion thereof where applicable. If Buyer fails to timely deposit the earnest money, Seller may (but is not required to) provide written notice to Buyer of Buyer's failure and to provide Buyer with an additional two (2) business days after the date of the Buyer's receipt of the Seller's written notice to cure such failure after which time if Buyer has not cured its failure, Seller may immediately terminate this Agreement upon written notice to Buyer. If this offer is not accepted, or the title to the Premises is not marketable, or if the purchase is contingent upon conditions specified that cannot be met, Buyer's earnest money deposit shall be promptly refunded. If the Buyer defaults, all deposits made may be forfeited as liquidated damages at Seller's election, or alternatively, Seller may retain Buyer's earnest money as part payment of the purchase price and pursue Seller's legal or equitable remedies against Buyer. If the sale is not closed according to its terms, the selling Broker may notify Buyer(s) and Seller(s) of Escrow Agent's intended disposition of the earnest money deposit, and all parties shall be deemed to have agreed to the disposition of the earnest money deposit unless Escrow Agent is notified of a court action pending concerning this sale or disposition of the earnest money deposit within thirty (30) days after notice to the parties. See Paragraph 8 Addendum #1
21. **Disclosure of Price and Terms.** The purchase price and the terms of this sale may be disclosed by the Commercial Alliance of REALTORS® listing platform (CARWM) in the ordinary conduct of its business. Deletion of this paragraph shall not be considered a counteroffer that would require a counter acceptance. See Paragraph 9 Addendum #1

830 Miller Road

X ☒ ☐

Buyer's Initials

☐ ☐

Seller's Initials

22. **Advice of Counsel.** Buyer acknowledges that the Broker has recommended that the parties retain an attorney or attorneys to review the terms of this Agreement.
23. **Attorney's Fees.** In the event of litigation arising from the failure or alleged failure of either party to perform its obligations under this Agreement, the party prevailing in that litigation (including appeals of all levels) shall be entitled to collect its court costs and reasonable attorneys' fees incurred in connection with such litigation from the other party. The provisions of this Section shall survive Closing or termination of this Agreement.
24. **Brokerage Fee.** Seller and/or Buyer agree(s) to pay the broker(s) involved in this transaction a brokerage fee as specified in any agency agreement or other written agreement between them. In the event no such agreement exists, ☐ Buyer ☒ Seller agrees to pay a brokerage fee of pursuant to existing agency agreement. This brokerage fee shall be paid in full promptly after it is earned, but not later than any applicable closing. Unless otherwise previously agreed, Buyer and/or Seller agree(s) that the brokerage fee may be shared by the recipient with any cooperating broker who participates in the sale, in such amount as the recipient decides, without further disclosure to or consent from Buyer and/or Seller. Seller and Buyer agree that the broker(s) involved in this transaction is an intended third-party beneficiary that is entitled to enforce the obligation set forth herein to pay the brokerage fee. Other:

Seller acknowledges that if a commission is owed under a prior agreement, execution of this agreement will not eliminate the prior agreement.

25. **Environmental.**

a. **Notice to buyers and sellers (environmental risks).**

Whenever real property is acquired or occupied, the buyer incurs some degree of risk with regard to potential environmental contamination and/or protected natural resources on the property. Various federal, state, and local laws may impose liability upon the buyer for the remediation of the contamination even though the buyer did not cause it or may restrict the buyer's ability to fully develop or utilize the property. Such risk can be minimized through the performance of environmental due diligence. Additionally, sellers are advised that they may have an obligation to provide certain environmental information and/or disclosures to prospective buyers. The failure to provide such information or disclosures may subject a seller to potential liability or result in the loss of certain liability protections.

No real estate brokers/salespersons in this transaction possess the expertise necessary to assess the nature or extent of these environmental risks or to determine the presence of environmental contamination or protected natural resources. The real estate brokers/salespersons involved in this transaction do not make independent investigations as to environmental contamination or protected natural resources with respect to any property, and they make no representations regarding the presence or absence, now or in the past, of environmental contamination. It is therefore prudent for each party to this transaction to seek legal and technical counsel from professionals experienced in environmental matters to provide an evaluation of the environmental risks associated with the transaction.

b. **Environmental reports and assessments.**

- (1) Within fifteen (15) days of the Effective Date, Seller shall deliver to Buyer copies of any existing reports, data, plans, permits, notices and/or information in Seller's possession relating to environmental matters pertaining to the Premises ("Seller's Environmental Documents").
- (2) Buyer shall have a period of ninety (90) days after the Effective Date to evaluate environmental matters relating to the Premises ("Environmental Due Diligence Period"). Buyer and Buyer's agents shall have the right to enter upon the Premises during the Environmental Due Diligence Period during reasonable business hours for the purpose of conducting, at Buyer's expense, any environmental assessments of the Premises that Buyer deems appropriate, which assessments may include, but shall not be limited to, a Phase I Environmental Site Assessment, Transaction Screen, and/or evaluation of other regulated conditions or matters such as wetlands, asbestos containing materials, mold, or lead based paint ("Environmental Assessments"). The Environmental Assessments may not include the collection or analysis of samples of soil, groundwater, soil gas, indoor air, surface water, building components or any other environmental medium unless Buyer obtains prior written consent from Seller, which consent shall not be unreasonably withheld, delayed or conditioned. Buyer agrees that the Environmental Assessments shall not unreasonably interfere with the rights of Seller or any tenants in possession and Seller agrees to reasonably cooperate and to request that its tenants reasonably cooperate with the Environmental Assessments.
- (3) Buyer shall have the right to terminate this Agreement if Seller's Environmental Documents or the Environmental Assessments are not acceptable to Buyer by delivering written notice to Seller prior to the expiration of the Environmental Due Diligence Period. If Buyer determines that any additional environmental due diligence activities (including, but not limited to, any additional environmental investigations, reports, approvals or permits) are warranted, then Buyer may provide Seller with a proposed amendment to this Agreement to extend the Environmental Due Diligence Period to allow Buyer to conduct such activities. If Buyer does not deliver a termination notice or proposed amendment to Seller prior to the expiration of the Environmental Due Diligence Period, then Buyer shall be deemed to have waived any objections to environmental matters relating to the Premises. If Buyer provides Seller with a proposed amendment to this Agreement, then Seller shall have a period of ninety (90) days to execute or negotiate mutually acceptable terms for such amendment, otherwise Buyer may, but shall not be obligated to, terminate this Agreement by delivering written notice to Seller with two (2) days after Seller's deadline for executing or negotiating an amendment to this Agreement.
- (4) If the Environmental Assessments cause any damage to the Premises, Buyer agrees to reasonably restore the Premises to the condition that existed prior to such damage. The restoration obligation does not require the remediation of any existing environmental condition. Buyer shall indemnify, defend and hold Seller and Broker harmless from and against any damage to persons or property caused by Buyer or Buyer's agents in conducting the Environmental Assessments.

c. **Nondisclosure.**

- (1) If Seller's Environmental Documents or the Environmental Assessments identify the Land as a "facility" as defined in Part 201 of Michigan's Natural Resources and Environmental Protection Act, Public Act 451 of 1994, as amended ("NREPA") or a "site" as defined in Part 213 of NREPA, then Buyer may conduct a Baseline Environmental Assessment ("BEA") and/or a Due Care Plan ("DCP"); provided, however, that Buyer may not submit or otherwise disclose such BEA, DCP, or similar report (e.g., a response activity plan) to the Michigan Department of Environmental Quality prior to closing unless Buyer obtains prior written consent from Seller.
- (2) If Buyer exercises its right to terminate this Agreement pursuant to subparagraph b(3) above, Buyer shall not disclose Seller's Environmental Documents or the Environmental Assessments to any third party unless required by mandatory disclosure pursuant to legal process. At Seller's request, Buyer shall provide copies of any Environmental Assessments to Seller.

d. Other: See Paragraph 10 Addendum #1

830 Miller Road

 ☐

Buyer's Initials

☐ ☐

Seller's Initials

26. **Notices.** Any notice required or permitted to be given hereunder shall be deemed to have been properly given, if in writing and delivered to the parties at the addresses shown below or to their representative Agent listed in this Agreement, and shall be deemed received (a) upon delivery, if delivered in person or by facsimile transmission, with receipt thereof confirmed by printed facsimile acknowledgement, (b) one (1) business day after having been deposited for next day overnight delivery with a nationally recognized overnight courier service, (c) two (2) business days after having been deposited in any U.S. post office or mail depository and sent by certified mail, postage prepare, return receipt requested, or (d) upon sending, if sent by email. See Paragraph 11 Addendum #1
27. **Electronic Communications.** Any addendum or amendment to this Agreement and/or any other written communication given in connection with this Agreement may be delivered in person or, if to Seller, in care of Seller's Agent or, if to Buyer, in care of Buyer's Agent, via email or by facsimile transmission to the parties or the Agents at their respective email addresses or facsimile numbers, as applicable. Seller represents and warrants that an email address has been provided to the Agent of Seller from which Seller may receive email. Buyer represents and warrants that an email address has been provided to the Agent of Buyer from which Buyer may receive email.
28. **Wire Fraud:** Wire fraud is an increasingly common problem. Any electronic communication received by Buyer or Seller directing Buyer or Seller to transfer funds or provide nonpublic personal information (such as social security numbers, drivers' license numbers, wire instructions, bank account numbers, etc.), should be verified. **Even if the communication appears to be from the Broker, Title Company, or Lender, DO NOT** reply until you have verified the authenticity of the communication by direct communication with the Broker, Title Company, or Lender. **DO NOT** use any telephone numbers provided in the original communication when verifying the authenticity of the communication. Such requests may be part of a scheme to steal funds or use your identity. By signing this Agreement, Buyer and Seller acknowledge and understand the risks associated with wire transfers and potential fraud, which are not within the reasonable control of the Broker. Accordingly, Buyer and Seller hereby release and hold Broker harmless from any and all claims, demands, losses, rights, and causes of action of whatever kind and nature arising directly or indirectly from any wire transfer sent or received in connection with this Agreement.
29. **Execution.** The parties agree that electronic signatures and initials on this Agreement, or any addendum or amendment to this Agreement, shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.
30. **Additional Acts.** Buyer and Seller agree to execute and deliver such additional documents and to perform such additional acts after the closing as may become necessary to effectuate the transfers contemplated by this Agreement.
31. **Authority of the Parties.** Each of the undersigned individuals who have signed this Agreement on behalf of Seller and Buyer entities represent and warrant that he/she is authorized to sign this Agreement on behalf of such party and to bind such party to the requirements of this Agreement.
32. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the sale of the Premises. All contemporaneous or prior negotiations have been merged into this Agreement. This Agreement may be modified or amended only by written instrument signed by the parties to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- For purposes of this Agreement, the phrase, "Effective Date of this Agreement" ("Effective Date") shall be the date upon which this Agreement is fully executed (as described below).
33. **Time.** Time is of the essence in this Agreement. In any case where a date for performance by either party or a deadline falls on a Saturday, Sunday or federal government holiday, the time for performance or the deadline, as applicable, shall automatically extend until 11:59 p.m. on the next business day. As used in this Agreement, a "business day" shall mean a day other than Saturday, Sunday or a federal government holiday. All other references to "days" in this Agreement shall refer to calendar days. The term "Effective Date" as used in this Agreement shall be the date upon which this Agreement is fully executed (as described below).
34. **Other Provisions.** If any conflict shall exist between the provisions of this Section and the provisions contained elsewhere in this Agreement, the provisions of this Section shall control.
- Buyer shall have a one-time right to extend its due diligence period for up to 30 days if there are any outstanding municipality approvals required for Buyer's intended use.

Easement to be retained by the City of Plainwell along the "proposed industrial drive" shown on the attached Exhibit G, for potential future utility and road installation purposes.

830 Miller Road

Property Address
©Commercial Alliance of REALTORS 2024-2025
Revision Date 5/2024

X  ☐

Buyer's Initials

☐ ☐

Seller's Initials

35. **Index of Exhibits.** Seller to furnish within ten (10) days from Effective Date unless specified below:

| Not Applicable | Attached | Exhibit # | Subject |
|----------------|----------|-----------|---|
| | | A | Income and expense with respect to the operation of the Premises |
| | | B | Written leases and any tenancies not arising out of written leases |
| | | C | Commission Agreements |
| | | D | List of personal Property |
| | | E | Accounting of Recoverable Expenses, with an updated Accounting of Recoverable Expenses to be delivered no later than _____ days prior to the closing. |
| | | F | Service Contracts |

As to any "Seller to furnish" item(s) listed above, Buyer shall have the right to terminate this Agreement if any such item is not acceptable to Buyer by giving Seller written notice within ten (10) days after receipt of such item(s), otherwise the right to terminate this Agreement pursuant to this paragraph shall be deemed to have been waived. Notwithstanding the foregoing, Buyer shall not be permitted to terminate this Agreement based upon the updated Accounting of Recoverable Expenses received prior to closing. See Paragraph 12 Addendum #1

36. **By signing below, Buyer acknowledges having read this Agreement and authorizes delivery of this Agreement to Seller.** If this Agreement is signed by Seller without any modifications, the date Seller signs becomes the Effective Date. Buyer gives Broker above named until 5:00 pm Eastern (time) February 24, 2025 (date) to obtain Seller's written acceptance of the Buyer's offer. See Paragraph 13 Addendum #1

Buyer: Complete Remarketing Services, LLC
(print name of individual or entity)

Buyer: _____
(print name of individual or entity)

X Signature: _____

Signature: _____

Its: Member
(if Buyer is an entity)

Its: _____
(if Buyer is an entity)

X Date: _____

Date: _____

Buyer's Address: 2505 Ardmore St., SE
Grand Rapids, MI 49508

Bus. Phone: _____ Fax: _____

Email: _____

37. SELLER'S ACCEPTANCE

Date: _____ Time: _____

The above offer is hereby accepted ☐ as written ☐ as modified

By signing below, Seller acknowledges having read and authorizes delivery of this Agreement to Buyer. If this Agreement is signed by Seller without any modifications, the date Seller signs becomes the **Effective Date**. If this Agreement is signed by Seller subject to any modifications, Seller gives Broker above named until _____ (time)

_____ (date) to obtain Buyer's written acceptance of Seller's counter offer.

City of Plainwell
Seller: _____
(print name of individual or entity)

Seller: _____
(print name of individual or entity)

Signature: _____

Signature: _____

Its: _____
(if Seller is an entity)

Its: _____
(if Seller is an entity)

Date: _____

Date: _____

Seller's Address: 211 N. Main Street
Plainwell, MI 49080

Bus. Phone: _____ Fax: _____

Email: _____

830 Miller Road

38. BUYER'S RECEIPT OF ACCEPTANCE

Date: _____ Time: _____

Buyer acknowledges receipt of Seller's acceptance of Buyer's offer. If Seller's acceptance of Buyer's offer was subject to a counter-offer, Buyer agrees to accept the terms of the counter offer:

☐ as written (with all other terms and conditions of Buyer's offer remaining unchanged); or ☐ modified as follows:

If Buyer is accepting a counter offer from Seller as written, the date Buyer signs below becomes the **Effective Date**. If Buyer is accepting Seller's counter offer subject to any modifications, Buyer gives Broker above named until _____ (time _____ (date) to obtain Seller's written acceptance of Buyer's counter offer.

Buyer: _____
(print name of individual or entity)

Buyer: _____
(print name of individual or entity)

Signature: _____

Signature: _____

Its: _____
(if Buyer is an entity)

Its: _____
(if Buyer is an entity)

Date: _____

Date: _____

39. SELLER'S RECEIPT OF ACCEPTANCE

Date: _____ Time: _____

Seller acknowledges receipt of a copy of Buyer's acceptance of Seller's counter offer (if Seller made a counter offer), or Seller agrees to accept the terms of Buyer's counter offer as written. If Seller is accepting the terms of Buyer's counter offer as written, then the date Seller signs below becomes the **Effective Date**.

Seller: _____
(print name of individual or entity)

Seller: _____
(print name of individual or entity)

Signature: _____

Signature: _____

Its: _____
(if Seller is an entity)

Its: _____
(if Seller is an entity)

Date: _____

Date: _____

830 Miller Road

 ☐

Buyer's Initials

☐ ☐

Seller's Initials

ADDENDUM #1 TO BUY AND SELL AGREEMENT

This is an Addendum to the Buy and Sell Agreement (the "Agreement") between the City of Plainwell, 211 N. Main Street, Plainwell, MI 49080 ("Seller") and Complete Remarketing Services, LLC, 2505 Ardmore St., SE Grand Rapids, MI 49508 ("Buyer"). All references below are to sections of the aforesaid Agreement. The provisions of this Addendum shall supercede and have priority over any contrary provisions, if any, contained in the Agreement and any collateral agreements or documents executed between Seller and Buyer relating to the purchase of 830 Miller Road, Plainwell, MI 49080 (the "Property").

1. Paragraph 2 of the Agreement is amended to add the following legal description:

E 1/2 SE 1/4 LYG S OF MILLER RD EX BEG SE COR TH N 89DEG 49'58" W 623.13'; TH N 00DEG 17'36" E 736.3"; TH S 89DEG 49'51" E 627.05'; TH S 00DEG 35'54" W 736.3' TO POB; ALSO EX COM SE COR TH N 89DEG 49'58" W 709.13' TO POB; TH CONT N 89DEG 49'58" W 623.12"; TH N 00DEG 38'35" E 1054.1'; TH S 89DEG 49'58" E 616.68'; TH S 00DEG 17'36" W 1054.07 TO POB SEC 20 T1N R11W SKETCH: 27.54 AC (2024). SPLIT/COMBINED ON 01/24/2024 FROM 55-020-056-02;

2. 5 of the Agreement is amended to add the following requirements:

If the survey to be provided by Buyer shows any encroachments, easements, violations, or other condition(s), that in Buyer's judgement could interfere with Buyer's use of the Property, Seller, at Buyer's request, shall be required to remove such encroachments, easements, violations, or condition(s), at Seller's cost, within thirty (30) days after receiving notice from Buyer. If Seller fails or refuses to remove such encroachments, easements, violations, or other condition(s), Buyer shall have the right to terminate this Agreement and obtain return of Buyer's earnest money deposit or, alternatively, waive any objections to the survey and proceed to closing.

3. Paragraph 6 of the Agreement is amended to add the following requirements:

Notwithstanding anything contained in this Agreement to the contrary, at closing, Seller shall convey good and marketable title to the Property subject only to beneficial easements and restrictions of record not impairing Buyer's intended use of the Property (which permitted exceptions shall be set forth as an exhibit to the warranty deed). If the title insurance commitment contains exceptions, including, but not limited to easements and restrictions, which, in Buyer's opinion, make the title unmarketable, or which would, in Buyer's opinion, interfere with Buyer's intended use of the Property, Buyer shall notify Seller in writing of any objections to such title within thirty (30) days from receipt of the last of the title commitment and survey. If Seller fails to clear the title of such objections, at Seller's expense, within thirty (30) days after receiving written notice from Buyer, Buyer shall have the right to terminate this Agreement and obtain return of Buyer's earnest money deposit, or, alternatively, waive such objections and proceed to closing, in which case such objections shall be deemed permitted exceptions.

4. Paragraph 7 of the Agreement is amended to add the following requirements:

For a period of 90 days (subject to the additional 30 days as detailed in paragraph 34) after this Agreement is fully executed ("Investigation Period"), Buyer to have the right to investigate (or cause to be investigated) to Buyer's satisfaction, and at Buyer's expense, the state and condition of the Property and any other matters pertaining to the Property of interest to Buyer, including, but not limited to:

| | |
|---|---|
| • Zoning | • Existence of wetlands |
| • Tax / Use classification | • Environmental conditions |
| • Availability of utilities, building permits, and driveway permits | • Contents of applicable restrictive covenants and building codes |
| • Soil borings | • General suitability for Buyer's intended use |
| • All Development costs | • Obtain all municipal approvals for buyer's use of property |
| • Any building inspections | |

X 

- A. During the Investigation Period, Buyer, Buyer's agents, and Buyer's representatives shall have reasonable access to the Property to conduct such investigations as Buyer deems appropriate; provided, however, that such inspections shall not unreasonably interfere with the rights of the tenants in possession. Buyer agrees to indemnify and hold Seller harmless from any liability or claim to the extent arising from such inspections, including all costs and reasonable attorneys' fees. To the extent the Property is damaged due to any of Buyer's investigations, Buyer agrees to restore the Property as nearly as possible to its original condition.
- B. If any of the results of Buyer's investigations are not acceptable to Buyer, in Buyer's sole discretion, Buyer has the right to terminate this Agreement by providing written notice to Seller and/or Listing Broker within the Investigation Period, and Buyer's good-faith deposit will be refunded.

5. Paragraph 11 of the Agreement is amended to provide the following:

The conveyance shall be subject only to existing zoning ordinances, and those building and use restrictions, easements, oil and gas leases and reservations identified in the title commitment provided to Buyer that are approved by Buyer or that are deemed waived by Buyer pursuant to Paragraph 6 of the Agreement.

6. Paragraph 14 of the Agreement - Damage to Premises is replaced with the following:

If between the Effective Date and the Closing Date all or any part of the Premises is damaged by fire or natural elements or other causes beyond Seller's control that cannot be repaired prior to the closing date, or any part of the Premises is taken pursuant to any power of eminent domain, Seller shall immediately notify Buyer or such occurrence and Buyer may terminate this Agreement by written notice to Seller within fifteen (15) days after it has been notified by Seller of such damage or taking. If Buyer elects not to terminate this Agreement, there shall be no reduction in the purchase price and at closing Seller shall assign to Buyer whatever rights Seller may be with respect to any insurance proceeds or eminent domain award. Buyer shall also receive a credit at closing in an amount equal to Seller's deductible, if applicable.

7. Paragraph 17 of the Agreement is amended to provide the following:

Seller shall deliver to Buyer, on or before closing, copies of lease termination agreements for all leases existing as of the Effective Date of this Agreement, as well as all other documents necessary to close the transaction, including, without limitation, an owner's affidavit satisfactory to remove the standard title exceptions (excluding the survey exception, which shall be the responsibility of Buyer) and a broker lien waiver.

8. Paragraph 20 of the Agreement is amended to provide the following:

In the event of default by Buyer, all deposits made by Buyer shall be forfeited to Seller as liquidated damages and Seller shall have no further right to claim additional damages or losses against Buyer whatsoever. In the event Seller fails to properly close the transaction contemplated by this Agreement on or before the scheduled closing date, then Buyer may terminate this Agreement, the earnest money deposit shall be promptly returned to Buyer, and neither party shall have any further liability to the other under this Agreement. Alternatively, Buyer may have specific performance of this Agreement and/or claim against Seller for Buyer's damages.

9. Paragraph 21 is deleted in its entirety.

10. Paragraph 25 of the Agreement is amended to add the following requirements:

Seller represents and warrants to Buyer that at the time of conveyance of the Property to Buyer, Seller has, to the best of Seller's knowledge not spilled, released, disposed of or stored hazardous substances (as defined by Part 201 of Public Act 451 of 1994, as amended) on the Property. It is understood and agreed Buyer has been advised to obtain a Phase I Environmental Site Assessment prior to close. Should the Phase I Environmental report conclude that there are (recognized environmental conditions (REC's)) or other results recommending additional testing Buyer at Buyer's option may elect to pursue a Phase II Environmental Report which may include, but not be limited

to, selection or analysis of samples of soil, ground water, soil gas, indoor air, surface water, building components or any other environmental medium.

11. Paragraph 26 of the Agreement is amended to add the following:

A copy of any notice to Buyer under this Agreement shall also be sent to: NAI Wisinski, 100 Grandville Ave SW, Suite 100, Grand Rapids MI 49503 Attn: Stuart Kingma.

12. Paragraph 35 of the Agreement is amended to add the following:

"Seller to furnish" items, Buyer shall have the right to terminate this Agreement if any such item is not acceptable to Buyer, in Buyer's sole discretion, by giving Seller written notice within thirty (30) days of receipt of such item(s). In addition to the items listed in the Index of Exhibits, Seller shall furnish to Buyer within ten (10) days of the Effective Date, the following: (i) all building permits, wetlands, and fill permits, zoning variances and approvals, and environmental reports with respect to the Property; (ii) all surveys of the Property; (iii) all site, "as-built", architectural, and engineering plans and specifications for any existing and planned improvements to the Property, and (iv) any notices with respect to the Property received from a governmental agency within the five-year period preceding the Effective Date.

13. Paragraph 36 of the Agreement is amended to add the following:

Sellers and Buyers agree that any signed copy of the Agreement and this Addendum transmitted to the other party or its agent by facsimile transmission shall have the same force and legal effect as an original. Duplicate copies of the Agreement and Addendum signed by the parties, taken together, shall constitute one unified original. Originals shall be provided to the other party on request.

SELLER:

The City of Plainwell

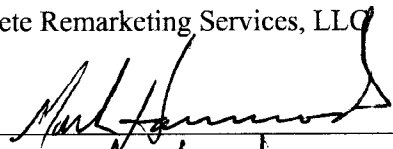
By: _____

Its: _____

Date _____, 2025

BUYER:

Complete Remarketing Services, LLC

By:  X

Mark Hammond X

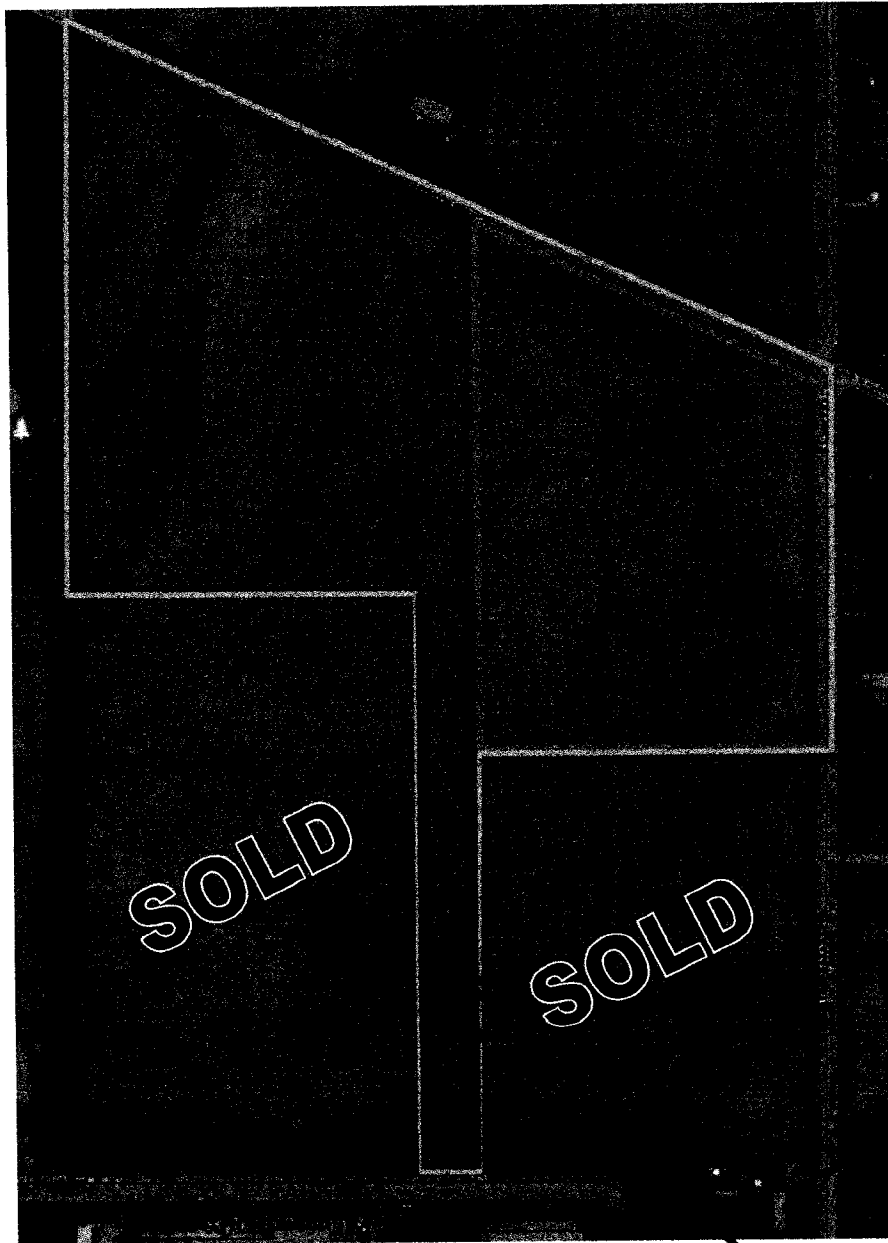
Its: member X

Date 02/02, 2025 X

EXHIBIT G

Availabilities & Pricing

Industrial Land Sites—830 Miller Rd
Plainwell, Michigan



Availabilities*

| | Site | Acres | Price Per Acre | Price |
|--------------------------|---------------|-------|----------------|-----------|
| <input type="checkbox"/> | Lot A | 9.86 | \$25,000 | \$246,500 |
| <input type="checkbox"/> | Lot B | 15 | \$25,000 | \$375,000 |
| <input type="checkbox"/> | Entire Parcel | 26.94 | \$25,000 | \$673,500 |

**If entire parcel is not purchased, the proposed road shall be excluded from the sale.*

Utility Information

Electric At Lincoln Parkway

Natural Gas At Lincoln Parkway

Telephone At Lincoln Parkway

Sewer At Lincoln Parkway

Water At Lincoln Parkway

**Buyer should investigate utility connections.*

Proposed Industrial Drive Outlined in Blue

X 

Investment Activity Report



"The Island City"

City of Plainwell

Investment Portfolio Detail - Unaudited

at: 01/31/2025

Amanda Kersten, HR/Interim Treasurer

I verify that this investment portfolio is in conformity with Michigan laws and the City's Investment Policy as approved by City Council.

Insert Signature: **Amanda Kersten**

Digitally signed by
Amanda Kersten
Date: 2025.02.06
11:30:33 -05'00'

| | Investment Type | CUSIP | Principal Purchase | Monthly Interest Earned | Institution or Bank | Contact Name and Number | Purchase Date | Maturity Date | Yield | Remaining Days to Maturity |
|----|--------------------|-------|--------------------|-------------------------|---------------------|--------------------------------|---------------|---------------|-------|----------------------------|
| 1 | Pooled Investment* | N/A | \$1,541,362 | \$5,892.33 | Michigan Class | Jeff Anderson - 616.244.9376 | 03/28/2016 | | 4.51% | |
| 2 | 90-Day CD Renewal | N/A | \$244,987 | \$861.90 | Northstar Bank | Julie Smith - 810.329.7104 | 12/30/2024 | 03/30/2025 | 4.10% | 58 |
| 3 | 365-Day CD | N/A | \$248,380 | \$1,006.37 | Grand River Bank | Christy Vierzen - 616.259.1322 | 06/10/2024 | 06/10/2025 | 4.90% | 130 |
| 4 | 365-Day CD | N/A | \$92,583 | \$0.00 | First National Bank | Doug Johnson - 616.538.6040 | 11/16/2024 | 11/17/2025 | 4.19% | 290 |
| 5 | | | | | | | | | | |
| 6 | | | | | | | | | | |
| 7 | | | | | | | | | | |
| 8 | | | | | | | | | | |
| 9 | | | | | | | | | | |
| 10 | | | | | | | | | | |
| 11 | | | | | | | | | | |
| 12 | | | | | | | | | | |
| 13 | | | | | | | | | | |
| 14 | | | | | | | | | | |
| 15 | | | | | | | | | | |

Total Investments: \$2,127,311.20 \$7,760.60 = Monthly investment interest

Average Yield: 4.43%

Cash Activity for the Month

| | | |
|-------------------------------------|-----------------------|--|
| Cash, beginning of month: | <u>\$3,298,986.58</u> | |
| | | <u>\$5,498.59</u> = Monthly bank account interest |
| Cash, end of month: | <u>\$3,082,649.11</u> | |
| Cash and Investments, end of month: | <u>\$5,209,960.31</u> | <u>\$13,259.19</u> = Total monthly interest earned |

Justin Lakamper, City Manager

I verify that this investment portfolio is in conformity with Michigan laws and the City's Investment Policy as approved by City Council.

Insert Signature: **Justin Lakamper**

Digitally signed by Justin
Lakamper
Date: 2025.02.06
15:27:10 -05'00'

** Funds 701 and 703 not included - Trust & Agency

ESTIMATED CASH BALANCE/FUND BALANCE REPORTMONTH ENDED: **1/31/2025**% OF FISCAL YEAR: **58.90%***** - Amounts taken from audited financial statements as of June 30, 2024****** - OPEB listing on this worksheet is included in the General Fund for financial statement purposes******* - These amounts are taken directly from the End of Month Financial Statement provided to Council**

| AUDITED FIGURES AS OF MOST RECENT AUDIT * | | | CURRENT YEAR PERFORMANCE - UNAUDITED *** | | | | | |
|---|---------------------------------|--------------|--|---------------------------------|---|--|---------------------------------|---------------------|
| FUND | CASH AND INVESTED FUNDS BALANCE | FUND BALANCE | ACTUAL REVENUE YTD - CASH BASIS | ACTUAL EXPENSE YTD - CASH BASIS | ESTIMATED FUND BALANCE (AUDIT FB + ACT REV - ACT EXP) | TOTAL RECONCILED CASH AND INVESTED FUNDS | CURRENT YEAR AMENDED BUDGET EXP | EXPENSE BUDGET USED |
| General | 1,182,116 | 1,241,074 | 1,942,173 | 1,602,023 | 1,581,224 | 1,585,359 | 2,784,393 | 57.54% |
| Major Streets | 160,731 | 190,388 | 172,819 | 102,043 | 261,164 | 265,634 | 373,067 | 27.35% |
| Local Streets | 554,419 | 525,858 | 68,798 | 433,298 | 161,358 | 197,705 | 529,547 | 81.82% |
| Solid Waste | 66,416 | 64,804 | 225,013 | 138,994 | 150,823 | 150,823 | 227,074 | 61.21% |
| Brownfield BRA | 40,631 | 3,037 | 101,562 | 82,158 | 22,441 | 22,441 | 151,210 | 54.33% |
| Tax Increment TIFA | 202,979 | 200,512 | 126,175 | 30,916 | 295,772 | 295,771 | 52,422 | 58.97% |
| Downtown DDA | 154,012 | 151,768 | 107,949 | 39,002 | 220,715 | 220,715 | 88,342 | 44.15% |
| Revolving Loan | 51,169 | 64,056 | 3,414 | - | 67,470 | 54,583 | 10,000 | 0.00% |
| Capital Improvement | 42,150 | 77,265 | 107,489 | 52,696 | 132,058 | 132,058 | 86,113 | 61.19% |
| Fire Reserve | 45,180 | 45,180 | 106,668 | 70,891 | 80,957 | 123,471 | 77,141 | 91.90% |
| Airport | 31,838 | 33,648 | 35,847 | 39,532 | 29,963 | 24,371 | 89,517 | 44.16% |
| Sewer | 2,016,160 | 1,979,501 | 1,043,842 | 1,696,091 | 1,327,252 | 1,053,904 | 2,662,983 | 63.69% |
| Water | 1,948,490 | 1,762,953 | 566,254 | 1,628,753 | 700,454 | 887,031 | 1,824,499 | 89.27% |
| Motor Pool / Equipment | 48,792 | 43,723 | 236,940 | 178,879 | 101,784 | 98,776 | 254,435 | 70.30% |
| OPEB** | 136,231 | 89,021 | 33,890 | 30,516 | 92,395 | 97,318 | 59,061 | 51.67% |
| | 6,681,314 | 6,472,788 | 4,878,832 | 6,125,791 | 5,225,829 | 5,209,960 | 9,269,804 | 66.08% |

| Justin Lakamper, City Manager | Amanda Kersten, HR/Interim Treasurer |
|---|---|
| I verify that I have reviewed the revenue and expenditure financial summary attributed to my department and to the best of my knowledge the report is accurate. | I verify that I have reviewed the revenue and expenditure financial summary attributed to my department and to the best of my knowledge the report is accurate. |
| Insert Signature: <div>Justin Lakamper</div> <div>Digitally signed by Justin Lakamper Date: 2025.02.07 08:37:54 -05'00'</div> | Insert Signature: <div>Amanda Kersten</div> <div>Digitally signed by Amanda Kersten Date: 2025.02.06 11:32:07 -05'00'</div> |

02/06/2025

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF PLAINWELL
 INVOICE ENTRY DATES 01/24/2025 - 02/06/2025
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

| Vendor Code | Vendor Name | | |
|--|-----------------------------|--|-----------|
| | Invoice | Description | Amount |
| 000004 | PLAINWELL AUTO SUPPLY INC | | |
| | 732440 | DPW - STOPLIGHT SWITCH #19A AB | 34.29 |
| | 732543 | DPS - WIPER BLADES CAR 3 KC | 37.98 |
| | 732555 | DPW - MAG 1 PLOW FLUID(2) #19A/#2 AS | 16.58 |
| | 732619 | DPW - HOSE END FITTING(2)/HOSE(4)/DIELECTRIC GREAS | 86.93 |
| | 732852 | DPW - PRIMARY WIRE/20A BRASS TOGGLE #15 AS | 20.78 |
| TOTAL FOR: PLAINWELL AUTO SUPPLY INC | | | 196.56 |
| 000009 | CONSUMERS ENERGY | | |
| | 2025.1 2 | CITY WIDE SERVICE JANUARY 2025 | 10,252.92 |
| | 601013845966 | JANUARY 2025 CUSHMAN LIFT | 501.05 |
| TOTAL FOR: CONSUMERS ENERGY | | | 10,753.97 |
| 000010 | RIDDERMAN & SONS OIL CO INC | | |
| | 185085 | DPW - 199GL 5-87 REG 10% ETHANOL GAS | 453.21 |
| | 185086 | DPW - 710GL 30-#2 DYED DIESEL | 1,738.23 |
| TOTAL FOR: RIDDERMAN & SONS OIL CO INC | | | 2,191.44 |
| 000014 | MICHIGAN GAS UTILITIES CORP | | |
| | 5330852703 | AIRPORT SERVICE JANUARY 2025 | 72.76 |
| TOTAL FOR: MICHIGAN GAS UTILITIES CORP | | | 72.76 |
| 000034 | VERIZON | | |
| | 6104347551 | CITY CELL/HOT SPOT SERVICE 12/24/2024 - 1/23/2025 | 535.16 |
| | 6104347552 | EOC/DPS PHONE SERVICE 12/24/2024 - 1/23/2025 | 154.32 |
| TOTAL FOR: VERIZON | | | 689.48 |
| 000046 | EMERGENCY VEHICLE PRODUCTS | | |
| | S0020142 | DPS - *7081 REMOVE CAGES/REINSTALL RADIO/VISOR LI | 1,215.00 |
| TOTAL FOR: EMERGENCY VEHICLE PRODUCTS | | | 1,215.00 |
| 000077 | MCMASTER-CARR SUPPLY | | |
| | 39697288 | WR - HAND HELD MAGNETIC LIFTER(2) LK | 149.96 |
| TOTAL FOR: MCMASTER-CARR SUPPLY | | | 149.96 |
| 000087 | BILL G BOMAR | | |
| | 2025.2 | RETIREE HEALTH PREMIUM FEBRUARY 2025 BOMAR | 391.20 |
| TOTAL FOR: BILL G BOMAR | | | 391.20 |

| | | | |
|--|-------------------------------------|---|----------|
| 000131 | KEVIN CHRISTENSEN | | |
| | 2025.2 | RETIREE PREMIUM FEBRUARY 2025 CHRISTENSEN | 224.00 |
| TOTAL FOR: KEVIN CHRISTENSEN | | | 224.00 |
| 000138 | AMERICAN OFFICE SOLUTIONS | | |
| | 38509436 | DPS - COPIER LEASE/USAGE JANUARY 2025 | 171.62 |
| TOTAL FOR: AMERICAN OFFICE SOLUTIONS | | | 171.62 |
| 000684 | BRONNER'S | | |
| | CM16497 | DPW - RETURN CREDIT CAROUSEL LIGHTS CP | (96.24) |
| | INV53704 | DPW - LIGHTS FOR CAROUSEL CP | 117.24 |
| | INV55042 | DPW - LIGHTS FOR CAROUSEL CP | 117.84 |
| TOTAL FOR: BRONNER'S | | | 138.84 |
| 001043 | BS&A SOFTWARE | | |
| | 158803 | ADMIN - 2025 ANNUAL - ASSESSING SYSTEM/ONLINE SER | 4,021.00 |
| TOTAL FOR: BS&A SOFTWARE | | | 4,021.00 |
| 001448 | PROFESSIONAL CODE INSPECTIONS | | |
| | 25001 | JANUARY 2025 PERMITS PS | 683.00 |
| TOTAL FOR: PROFESSIONAL CODE INSPECTIONS | | | 683.00 |
| 001645 | ALEXANDER CHEMICAL CORPORATION | | |
| | 91159 | WR - CYLINDER RENTAL | 20.00 |
| TOTAL FOR: ALEXANDER CHEMICAL CORPORATION | | | 20.00 |
| 001748 | REPUBLIC SERVICES | | |
| | 0249-008451259 | DPW - TWO CONTAINERS FEBRUARY 2025 | 433.77 |
| | 0249-008451545 | WR - TWO CONTAINERS FEBRUARY 2025 | 285.00 |
| TOTAL FOR: REPUBLIC SERVICES | | | 718.77 |
| 001888 | MICHIGAN ASSOC. OF MUNICIPAL CLERKS | | |
| | 01/01/2025 | Member dues | 100.00 |
| TOTAL FOR: MICHIGAN ASSOC. OF MUNICIPAL CLERKS | | | 100.00 |
| 002002 | USABUEBOOK | | |
| | INV00601997 | WR - GLASS FIBER FILTER(2)/PHOSPHORUS(6) LK | 659.34 |
| | INV00610229 | WR - REPLACEMENT STIRRER ASSEMBLY LK | 280.23 |
| TOTAL FOR: USABUEBOOK | | | 939.57 |
| 002032 | WEST MICHIGAN ASSOC. OF FIRE CHIEFS | | |
| | 01/09/2025 | Member dues | 135.00 |
| TOTAL FOR: WEST MICHIGAN ASSOC. OF FIRE CHIEFS | | | 135.00 |
| 002070 | SIGNWRITER | | |
| | 44023 | DDA - COVER UP PANELS HIGGS INDUSTRIAL PARK DS | 1,343.00 |
| | 44214 | DDA - COVERUPS INDUSTRIAL PARK BUISNESS SIGN DS | 290.50 |

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| TOTAL FOR: SIGNWRITER | | | 1,633.50 |
| <hr/> | | | |
| 002116 | CHARTER COMMUNICATIONS | | |
| | 005584501011425 | DPS INTERNET/TV JANUARY 2025 | 297.71 |
| TOTAL FOR: CHARTER COMMUNICATIONS | | | 297.71 |
| <hr/> | | | |
| 002219 | CLARK TECHNICAL SERVICES | | |
| | 52 | ADMIN - CITY WIDE IT JANUARY 2025 | 963.75 |
| TOTAL FOR: CLARK TECHNICAL SERVICES | | | 963.75 |
| <hr/> | | | |
| 002371 | RENEWED EARTH INC | | |
| | 33680 | DPW - FEBRUARY 2025 COMPOST SITE MGMT | 1,250.00 |
| TOTAL FOR: RENEWED EARTH INC | | | 1,250.00 |
| <hr/> | | | |
| 002402 | STEENSMA LAWN & POWER EQUIPMENT | | |
| | 1193491 | DPS - DIAGNOSIS/CARB REPLACEMENT/FUEL FLUSH/TUN | 534.46 |
| TOTAL FOR: STEENSMA LAWN & POWER EQUIPMENT | | | 534.46 |
| <hr/> | | | |
| 002527 | COPS HEALTH TRUST | | |
| | 2025.2 | FEBRUARY 2025 DENTAL/VISION PREMIUMS | 1,571.80 |
| TOTAL FOR: COPS HEALTH TRUST | | | 1,571.80 |
| <hr/> | | | |
| 002603 | ELECTION SOURCE | | |
| | 24-17142 | ADMIN - 2025 ANNUAL MAINTENANCE CONTRACT GL | 634.95 |
| | 24-17579 | ADMIN - 2025 ANNUAL MAINTENANCE CONTRACT GL | 394.95 |
| TOTAL FOR: ELECTION SOURCE | | | 1,029.90 |
| <hr/> | | | |
| 002703 | CONTINENTAL LINEN SERVICES INC | | |
| | 4102887 | CITY HALL RUGS | 50.06 |
| | 4102889 | DPW RUGS | 76.01 |
| | 4102890 | WR RUGS | 32.02 |
| | 4108417 | DPS RUGS | 45.62 |
| TOTAL FOR: CONTINENTAL LINEN SERVICES INC | | | 203.71 |
| <hr/> | | | |
| 002755 | MICHIGAN WATER ENVIRONMENT ASSOCIAT | | |
| | 01/14/2025 | Training LK | 495.00 |
| | 01/20/2025 | Training LK | 300.00 |
| | 01/21/2025 | Training | 180.00 |
| | 01/22/2025 | Training LK | 180.00 |
| TOTAL FOR: MICHIGAN WATER ENVIRONMENT ASSOCIAT | | | 1,155.00 |
| <hr/> | | | |
| 002767 | MICHIGAN MUNICIPAL EXECUTIVES | | |
| | 01/03/2025 | Membership JL | 880.00 |
| TOTAL FOR: MICHIGAN MUNICIPAL EXECUTIVES | | | 880.00 |
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| 002800 | AIRNAV.COM LLC | | |
| | 01/21/2025 | Airport Listing | 51.00 |
| | | | |

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|--|-------------------------------------|---|-----------|
| TOTAL FOR: AIRNAV.COM LLC | | | 51.00 |
| <hr/> | | | |
| 003024 | BRIAN KELLEY | | |
| | 1002 | ADMI - PROFESSIONAL SERVICES JANUARY 2025 | 1,687.50 |
| TOTAL FOR: BRIAN KELLEY | | | 1,687.50 |
| <hr/> | | | |
| 004168 | SBF ENTERPRISES | | |
| | 0139755 | UB PRINT/MAIL FEBRUARY 2025 | 96.48 |
| | 2025.2 | UB POSTAGE FEBRUARY 2025/JANUARY BILLING PS/RB | 407.64 |
| TOTAL FOR: SBF ENTERPRISES | | | 504.12 |
| <hr/> | | | |
| 004206 | MADISON NATIONAL LIFE INSURANCE CO | | |
| | 1673725 | FEBRUARY 2025 LIFE INSURANCE PREMIUMS | 398.62 |
| TOTAL FOR: MADISON NATIONAL LIFE INSURANCE CO | | | 398.62 |
| <hr/> | | | |
| 004241 | GHD SERVICES INC | | |
| | 340-0135164 | UTILITIES/Common Area Maintenance November 2024 | 2,771.53 |
| TOTAL FOR: GHD SERVICES INC | | | 2,771.53 |
| <hr/> | | | |
| 004785 | PRIORITY HEALTH | | |
| | 250160000946 | FEBRUARY 2025 HEALTH INSURANCE PREMIUMS | 23,747.35 |
| TOTAL FOR: PRIORITY HEALTH | | | 23,747.35 |
| <hr/> | | | |
| 004794 | UNITED HEALTHCARE INSURANCE COMPANY | | |
| | 2025.02 | RETIREE HEALTH INSURANCE FEBRUARY 2025 - WHITNEY | 302.50 |
| | 2025.02 TOWN | RETIREE HEALTH INSURANCE FEBRUARY 2025 - TOWN | 302.50 |
| TOTAL FOR: UNITED HEALTHCARE INSURANCE COMPANY | | | 605.00 |
| <hr/> | | | |
| 004796 | SILVERSCRIPT INSURANCE COMPANY | | |
| | 2025.02 TOWN | RETIREE PRESCRIPTION COVERAGE FEBRUARY 2025 - TOWN | 28.30 |
| | 2025.02 WHIT | RETIREE PRESCRIPTION COVERAGE FEBRUARY 2025 - WHITNEY | 28.30 |
| TOTAL FOR: SILVERSCRIPT INSURANCE COMPANY | | | 56.60 |
| <hr/> | | | |
| 004798 | ENDRESS + HAUSER | | |
| | 01/17/2025 | Memosens CPS11E | 647.48 |
| TOTAL FOR: ENDRESS + HAUSER | | | 647.48 |
| <hr/> | | | |
| 004812 | FISH WINDOW CLEANING | | |
| | 2647-144821 | DPS WINDOW CLEANING OCTOBER 2024 KC | 182.00 |
| TOTAL FOR: FISH WINDOW CLEANING | | | 182.00 |
| <hr/> | | | |
| 004855 | PLAINWELL ACE HARDWARE | | |
| | 18846 | DPW - HEATER PELL RESTROOM AB | 32.99 |
| | 18848 | DPW - ANTIFREEZE SHERWOOD RESTROOM AB | 9.18 |
| | 18850 | DPW - THREADED ROD/SPRING NUT/CHANNEL WELL 7 / | 82.16 |
| | 18856 | WR - TUBE CUTTER/COUPLER(2) LK | 17.57 |
| | 18863 | WR - EMERY CLOTH/MAP GAS/RED ARMOR LK | 73.37 |

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|--|---------------------------------|--|----------|
| | 18867 | WR - LYSOL/CLEANER/EYE BOLT(2)/MISC FASTENERS(2) I | 84.71 |
| | 18868 | DPW - HAMMER DRILL BIT WELL 7 AB | 11.99 |
| | 18874 | WR - GAS 24" SNOW BLOWER BP | 1,349.00 |
| | 18880 | DPW - BROOM/DUST PAN DPW OFFICE AB | 13.99 |
| | 18883 | DPW - PARTS FOR FURNACE WELL 7 AB | 73.12 |
| | 18884 | DPS - BRASS NOZZLE(3)/BRASS SHUTOFF DK/KC | 38.96 |
| | 18885 | DPW - CONCRETE PATCH GL/TROWEL/GREAT STUFF AB | 43.97 |
| | 18890 | DPW - 5AMP FUSE WEEL 7 AB | 5.59 |
| | 18910 | DPW - FOOD FOR RACCOON TRAP/MILL JF | 5.98 |
| | 18911 | DPW - PROPANE FOR POTHOLE PATCHING DR | 22.80 |
| | 18912 | WR - POLY DUMP CART 1200LB LK | 219.99 |
| TOTAL FOR: PLAINWELL ACE HARDWARE | | | 2,085.37 |
| | | | |
| 004858 | FERGUSON WATERWORKS | | |
| | 9401374 | WR - HYDRONIC PUMP FOR PLANT BOILER HEAT BP | 3,496.80 |
| TOTAL FOR: FERGUSON WATERWORKS | | | 3,496.80 |
| | | | |
| 004894 | ASCENSION MI EMPLOYER SOLUTIONS | | |
| | 559646 | ADMIN - CHAIN OF CUSTODY LK/AK | 35.00 |
| | 560139 | ADMIN - DOT PHYSICAL LK/AK | 90.00 |
| | 560389 | ADMIN - SCREENING AS/AK | 65.00 |
| TOTAL FOR: ASCENSION MI EMPLOYER SOLUTIONS | | | 190.00 |
| | | | |
| 005012 | UNITED BANK | | |
| | 2025.01.27 10:24 | ACH FEE UB POSTAGE | 7.00 |
| | 2025.01.27 2:12 | ACH FEES TAX DISTRIBUTION RB | 7.00 |
| | 2025.01.28 | ADMIN - RETURN CHECK FEE - AK | 15.00 |
| | 2025.01.29 11:22 | ACH FEES OPEB TRUST RB | 7.00 |
| | 2025.01.29 9:41 | ACH FEES PAYROLL AK/RB | 7.00 |
| | 2025.01.31 11:33 | ACH FEES 1ST PAYMENTS RB | 7.00 |
| | 2025.01.31 9:41 | ACH FEES PAYROLL PRENOTE AK/RB | 7.00 |
| | 2025.02.03 1:00 | ACH FEES TAX DISTRIBUTION RB | 7.00 |
| | 2025.02.05 1:07 | ACH FEE UB PRENOTE | 7.00 |
| TOTAL FOR: UNITED BANK | | | 71.00 |
| | | | |
| 005020 | GOOD NEWS PAPER | | |
| | 2025.02 | DDA - CHOCOLATE STROLL ADVERTISING DS | 145.00 |
| TOTAL FOR: GOOD NEWS PAPER | | | 145.00 |
| | | | |
| 005023 | VAIRKKO TECHNOLOGIES, LLC | | |
| | 29190 | JANUARY 2025 TRAINING COURSE CONTENT | 67.80 |
| | 29191 | JANUARY 2025 EMPLOYEE TRAINING SOFTWARE | 97.80 |
| TOTAL FOR: VAIRKKO TECHNOLOGIES, LLC | | | 165.60 |
| | | | |
| 005040 | US INTERNET | | |
| | 4953762 | SECURANCE EMAIL FILTERING 2/14/2025 - 3/13/2025 | 70.00 |
| TOTAL FOR: US INTERNET | | | 70.00 |

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|--------|--------------------------------------|---|----------|
| 005041 | EVOQUA WATER TECHNOLOGIES | | |
| | 906864845 | WR - ODOR CONTROL JANUARY 2025 | 200.00 |
| | | | ----- |
| | TOTAL FOR: EVOQUA WATER TECHNOLOGIES | | 200.00 |
| | | | ----- |
| 005047 | STAPLES, INC. | | |
| | 6022179286 | DPS - MEMOBOOK/FOLDER BOX/DUSTER DV/KC | 44.20 |
| | 6022897902 | ADMIN - HAND TOWELS RB | 55.99 |
| | | | ----- |
| | TOTAL FOR: STAPLES, INC. | | 100.19 |
| | | | ----- |
| 005048 | SUMMIT FIRE PROTECTION CO | | |
| | 2766752 | DPS - EXTINGUISHER INSPECTION/REPAIRS KC | 672.35 |
| | 2767408. | AIRPORT - EXTINGUISHER SERVICE CALL RN | 555.00 |
| | 2881148 | AIRPORT - EXTINGUISHER SERVICE CALL KC | 422.50 |
| | | | ----- |
| | TOTAL FOR: SUMMIT FIRE PROTECTION CO | | 1,649.85 |
| | | | ----- |
| 005049 | QUADIENT FINANCE USA | | |
| | 17626562 | ADMIN - INK/SURE SEAL RB | 295.45 |
| | 2025.01.21 | CITY HALL POSTAGE JANUARY 2025 RB | 1,000.00 |
| | | | ----- |
| | TOTAL FOR: QUADIENT FINANCE USA | | 1,295.45 |
| | | | ----- |
| 005050 | QUADIENT LEASING USA | | |
| | Q1714209 | ADMIN - COPIER LEASE 12/8/2024 - 3/7/2025 RB | 429.36 |
| | | | ----- |
| | TOTAL FOR: QUADIENT LEASING USA | | 429.36 |
| | | | ----- |
| 005064 | R & R ASSESSING INC | | |
| | 2025.2 | FEBRUARY 2025 CITY ASSESSING SERVICES | 1,700.00 |
| | | | ----- |
| | TOTAL FOR: R & R ASSESSING INC | | 1,700.00 |
| | | | ----- |
| 005122 | GREAT LAKES ELEVATOR, LLC | | |
| | 11824 | DPS - QTRLY MAINTENANCE FEB - APR 2025 | 300.00 |
| | | | ----- |
| | TOTAL FOR: GREAT LAKES ELEVATOR, LLC | | 300.00 |
| | | | ----- |
| 005125 | 8X8 INC | | |
| | 4831497 | CITY WIDE PHONES JANUARY 2025 | 630.37 |
| | | | ----- |
| | TOTAL FOR: 8X8 INC | | 630.37 |
| | | | ----- |
| 005132 | KEVIN A CALLAHAN | | |
| | 2025.01.23 | DPS - REIMBURSE CLOTHING ALLOWANCE KC | 350.00 |
| | | | ----- |
| | TOTAL FOR: KEVIN A CALLAHAN | | 350.00 |
| | | | ----- |
| 005154 | GINGER LEONARD | | |
| | 2025.01.16 | ADMIN - MILAGE REIMBURSEMENT MINUS CC OVERAGE | 40.82 |
| | | | ----- |
| | TOTAL FOR: GINGER LEONARD | | 40.82 |
| | | | ----- |
| 005170 | PERCEPTIVE SERVICE & OPERATIONS | | |
| | 9372 | WR - REPLACE PUMP PEACH CT BP | 1,300.00 |
| | | | ----- |

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| TOTAL FOR: PERCEPTIVE SERVICE & OPERATIONS | | | 1,300.00 |
| <hr/> | | | |
| 005195 | T-MOBILE USA INC | | |
| | 2025.2 | CITY WIDE CELL/TABLET SERVICE 12/21/2024 - 1/20/2025 | 701.26 |
| TOTAL FOR: T-MOBILE USA INC | | | 701.26 |
| <hr/> | | | |
| 005211 | LUKE KEYZER | | |
| | 2025.01.21 | WR - MILEAGE REIMBURSEMENT TRAINING LK/BP | 218.40 |
| TOTAL FOR: LUKE KEYZER | | | 218.40 |
| <hr/> | | | |
| AAESAACH | ALLEGAN AREA EDUCATION SVC AGENCY | | |
| | 2025.01.25 | DISTRIBUTE 2024 TAX COLLECTIONS W/E 01/25/2025 | 14,501.90 |
| | 2025.02.01 | DISTRIBUTE 2024 TAX COLLECTIONS W/E 2/1/2025 | 12,290.08 |
| TOTAL FOR: ALLEGAN AREA EDUCATION SVC AGENCY | | | 26,791.98 |
| <hr/> | | | |
| ACACH | ALLEGAN COUNTY TREASURER | | |
| | 2025.01.25 | DISTRIBUTE 2024 TAX COLLECTIONS W/E 01/25/2025 | 5,506.98 |
| | 2025.02.01 | DISTRIBUTE 2024 TAX COLLECTIONS W/E 2/1/2025 | 4,756.68 |
| | 2025.2 | TRAILER TAX JANUARY 2025 | 125.00 |
| TOTAL FOR: ALLEGAN COUNTY TREASURER | | | 10,388.66 |
| <hr/> | | | |
| CBEFT | HUNTINGTON NATIONAL BANK | | |
| | 2025.01 | ADMIN - HUNTINGTON BANK SERVICE FEES JANUARY 2025 | 30.00 |
| TOTAL FOR: HUNTINGTON NATIONAL BANK | | | 30.00 |
| <hr/> | | | |
| CC9999 | AMAZON | | |
| | 01/01/2025 | Blow up repair kit | 20.98 |
| | 01/01/2025 | Advertising | 1.99 |
| | 01/02/2025 | Webcam hosting | 44.85 |
| | 01/06/2025 | Monthly Subscription | 56.00 |
| | 01/09/2025 | Member dues | 30.00 |
| | 01/10/2025 | Screen protector | 41.97 |
| | 01/10/2025 | Handsoap | 202.43 |
| | 01/12/2025 | Unattended pump signs | 24.58 |
| | 01/15/2025 | Tabbed index sheets | 21.90 |
| | 01/16/2025 | Training lunch - reduced reimb | 25.00 |
| | 01/16/2025 | Pothole repair | 523.11 |
| | 01/16/2025 | Bandsaw blades (2) | 119.69 |
| | 01/19/2025 | Monthly Subscription | 30.00 |
| | 01/21/2025 | Furnace well 7 | 809.53 |
| | 01/22/2025 | icloud RN/AB | 2.99 |
| TOTAL FOR: APPLE | | | 1,955.02 |
| <hr/> | | | |
| COPEFT | CITY OF PLAINWELL | | |
| | 2025.01 | FEBRUARY 2025 CITY UTILITY BILLS FOR JANUARY 2025 U | 1,015.59 |
| TOTAL FOR: CITY OF PLAINWELL | | | 1,015.59 |
| <hr/> | | | |

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|--|-----------------------------------|--|------------|
| FNBCC | FIRST NATIONAL BANK (CREDIT CARD) | | |
| | 01/23/2025 | Overlimit Fee | 39.00 |
| TOTAL FOR: FIRST NATIONAL BANK (CREDIT CARD) | | | 39.00 |
| OPEBEFT | CONSTELLATION TRUST COMPANY | | |
| | 2025TRUST | 2025 OPEB TRUST CONTRIBUTION AK/RB | 9,949.00 |
| TOTAL FOR: CONSTELLATION TRUST COMPANY | | | 9,949.00 |
| PCSACH | PLAINWELL COMMUNITY SCHOOLS | | |
| | 2025.01.25 | DISTRIBUTE 2024 TAX COLLECTIONS W/E 01/25/2025 | 55,966.72 |
| | 2025.02.01 | DISTRIBUTE 2024 TAX COLLECTIONS W/E 2/1/2025 | 44,872.75 |
| TOTAL FOR: PLAINWELL COMMUNITY SCHOOLS | | | 100,839.47 |
| RDLACH | RANSOM DISTRICT LIBRARY | | |
| | 2025.01.25 | DISTRIBUTE 2024 TAX COLLECTIONS W/E 01/25/2025 | 1,927.75 |
| | 2025.02.01 | DISTRIBUTE 2024 TAX COLLECTIONS W/E 2/1/2025 | 1,633.66 |
| TOTAL FOR: RANSOM DISTRICT LIBRARY | | | 3,561.41 |
| SOMEFT | STATE OF MICHIGAN | | |
| | 2025.01 | AIRPORT FUEL SALES TAX JANUARY 2025 | 24.53 |
| TOTAL FOR: STATE OF MICHIGAN | | | 24.53 |
| USDARDACH | USDA RURAL DEVELOPMENT | | |
| | 2025.02 | DEBT SERVICE - PUBLIC SAFETY BUILDING USDA LOAN JL | 42,514.24 |
| TOTAL FOR: USDA RURAL DEVELOPMENT | | | 42,514.24 |
| TOTAL - ALL VENDORS | | | 275,231.57 |

INVOICE AUTHORIZATION

Person Compiling Report

I verify that to the best of my knowledge the attached invoice listing is accurate and the procedures in place to compile this invoice listing has been followed.

Insert Signature:

Roxanne
Branch

Digitally signed by
Roxanne Branch
Date: 2025.02.06
10:28:17 -05'00'

Amanda Kersten, HR/Interim Treasurer

I verify that I have reviewed the expenditures and to the best of my knowledge the attached invoice listing is accurate and matches invoices physically authorized by Department Heads.

Insert Signature:

Amanda
Kersten

Digitally signed by
Amanda Kersten
Date: 2025.02.06
10:46:12 -05'00'

Bryan Pond, Water Renewal Plant Supt.

I verify that I have reviewed the expenditures attributed to my department and to the best of my knowledge the attached invoice listing is accurate and complies with the City's purchasing policy.

Insert Signature:

Kevin Callahan, Public Safety Director

I verify that I have reviewed the expenditures attributed to my department and to the best of my knowledge the attached invoice listing is accurate and complies with the City's purchasing policy.

Insert Signature:

Kevin A
Callahan

Digitally signed by Kevin
A Callahan
Date: 2025.02.07
09:18:24 -05'00'

Bob Nieuwenhuis, Public Works Supt.

I verify that I have reviewed the expenditures attributed to my department and to the best of my knowledge the attached invoice listing is accurate and complies with the City's purchasing policy.

Insert Signature:

Robert
Nieuwenhuis

Digitally signed by Robert
Nieuwenhuis
Date: 2025.02.06
10:38:45 -05'00'

Justin Lakamper, City Manager

I verify that I have reviewed the expenditures attributed to my department and to the best of my knowledge the attached invoice listing is accurate and complies with the City's purchasing policy.

Insert Signature:

Justin
Lakamper

Digitally signed by Justin
Lakamper
Date: 2025.02.06
15:28:55 -05'00'

Reports & Communications:

A. WR – Silversmith Data Asset Management Software

This is an asset management program that is required for our NPDES Permit. Silversmith is based in Gaylord, MI and has an office in Grand Rapids. Silversmith works with numerous Michigan Municipalities, and has a great reputation. They also work with Fleis & Vandenbrink, so data that has already been collected can easily be integrated into their system.

Recommended action: Consider approving the purchase of asset management software and support from Silversmith Data for \$6,592.00, and the annual hosting fee of \$2,185.00.

B. WR – Replacement Centerless Screw Auger for Grit Mitt

The existing grit auger has worn down and needs to be replaced. W Soule has been contracted to fabricate a replacement main body piece for the grit mitt, and received Council approval last November for that work. It was determined that the auger needed replacement as well, however, the auger is no longer commercially available. W Soule can fabricate and install a replacement auger while the grit mitt assembly is apart for the previously approved repair work.

Recommended action: Consider approving the removal, fabrication and replacement of the existing grit auger by W Soule for \$8,749.00.

C. City – Consideration of Purchase Agreement for Vacant Industrial Land

The City has received offers from two parties interested in purchasing land in Industrial Park. Offer 1 from USA Earthworks is for 15 acres. Offer 2 from Complete Remarketing Services is for 28 acres.

Recommended action: Consider approving the sale of approximately 28 (or 15) acres of real property located at 830 Miller Road, Plainwell, MI 49080, parcel ID 55-020-056-00, and authorizing the City Manager and City Clerk to enter into a purchase/sale agreement for the property subject to final approval by the City Manager and City Attorney. Further authorize the City Manager and City Clerk to execute documents or other agreements as necessary to close on the sale of the property, subject to final review by the City Manager and Attorney, and authorize the City Manager and City Attorney to take any steps necessary to effectuate the sale of the property subject to this motion.

Reminder of Upcoming Meetings

- February 11, 2025 – DDA/BRA/TIFA – 7:30am
- February 13, 2025 – Parks & Trees – 5:00pm
- February 19, 2025 – Planning Commission – 6:30pm
- February 24, 2025 – City Council – 7:00pm

Agenda Subject to Change

Note: All public comment limited to two minutes, when recognized please rise and give your name and address.
Plainwell is an equal opportunity provider and employer